SECURITIES AND EXCHANGE COMMISSION

FORM 10-K

Annual report pursuant to section 13 and 15(d)

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ARROW ELECTRONICS INC

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UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

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

For the fiscal year ended December 31, 2011

OR

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

For the transition period from _____ to _____

Commission file number 1-4482

ARROW ELECTRONICS, INC.

(Exact name of registrant as specified in its charter)

New York	**11-1806155**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)
7459 S. Lima Street, Englewood, Colorado	**80112**
(Address of principal executive offices)	(Zip Code)

(303) 824-4000
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Name of each exchange on which registered
Common Stock, $1 par value	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

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

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

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No □

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No □

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of the registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. □

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act (check one):

Large accelerated filer ☒	Accelerated filer □
Non-accelerated filer □ (do not check if a smaller reporting company)	Smaller reporting company □

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

The aggregate market value of voting stock held by non-affiliates of the registrant as of the last business day of the registrant's most recently completed second fiscal quarter was $4,724,372,296.

There were 111,897,822 shares of Common Stock outstanding as of January 27, 2012.

DOCUMENTS INCORPORATED BY REFERENCE

The definitive proxy statement related to the registrant's Annual Meeting of Shareholders, to be held May 4, 2012 is incorporated by reference in Part III to the extent described therein.

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PART I

Item 1. Business.

Arrow Electronics, Inc. (the "company" or "Arrow") is a global provider of products, services, and solutions to industrial and commercial users of electronic components and enterprise computing solutions. Serving its industrial and commercial customers as a supply chain partner, the company offers both a wide spectrum of products and a broad range of services and solutions, including materials planning, new product design services, programming and assembly services, inventory management, reverse logistics, electronics asset disposition ("EAD"), and a variety of online supply chain tools. Arrow, which was incorporated in New York in 1946, serves over 120,000 customers.

Arrow's diverse worldwide customer base consists of original equipment manufacturers ("OEMs"), contract manufacturers ("CMs"), and other commercial customers. Customers include manufacturers of consumer and industrial equipment (including machine tools, factory automation, and robotic equipment), telecommunications products, automotive and transportation, aerospace and defense, scientific and medical devices, and computer and office products. Customers also include value-added resellers ("VARs") of enterprise computing solutions.

The company maintains over 250 sales facilities and 34 distribution and value-added centers in 52 countries, serving over 80 countries. Through this network, Arrow provides one of the broadest product offerings in the electronic components and enterprise computing solutions distribution industries and a wide range of value-added services to help customers reduce their time to market, introduce innovative products through demand creation opportunities, lower their total cost of ownership, and enhance their overall competitiveness.

The company has two business segments, the global components business segment and the global enterprise computing solutions ("ECS") business segment. The company distributes electronic components to OEMs and CMs through its global components business segment and provides enterprise computing solutions to VARs through its global ECS business segment. For 2011, approximately 69% of the company's sales were from the global components business segment, and approximately 31% of the company's sales were from the global ECS business segment. The financial information about the company's business segments and geographic operations is found in Note 16 of the Notes to the Consolidated Financial Statements.

The company's financial objectives are to grow sales faster than the market, increase the markets served, grow profits faster than sales, and increase return on invested capital. To achieve its objectives, the company seeks to capture significant opportunities to grow across products, markets, and geographies. To supplement its organic growth strategy, the company continually evaluates strategic acquisitions to broaden its product and value-added service offerings, increase its market penetration, and/or expand its geographic reach.

Global Components

The company's global components business segment, one of the largest distributors of electronic components and related services in the world, covers the world's largest electronics markets - the Americas, EMEA (Europe, Middle East, and Africa), and the Asia Pacific region. The Americas include sales and marketing organizations in Argentina, Brazil, Canada, Mexico, and the United States. In the EMEA region, Arrow operates in Austria, Belgium, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Israel, Italy, Latvia, Lithuania, the Netherlands, Norway, Poland, Portugal, Romania, the Russian Federation, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine, and the United Kingdom. In the Asia Pacific region, Arrow operates in Australia, China, Hong Kong, India, Indonesia, Japan, Korea, Malaysia, New Zealand, Philippines, Singapore, Taiwan, Thailand, and Vietnam.

The company's global components business segment has recently completed several strategic acquisitions to broaden its product and service offerings, to further expand its geographic reach in the Asia Pacific region, and to increase the company's presence in growing markets, such as the lighting and the aerospace and defense markets. The company's global components business segment also expanded its portfolio of products and services across the full product lifecycle including new product development, reverse logistics, and EAD. Over the past three years, the global components business segment completed the following acquisitions:

- In December 2009, it acquired A.E. Petsche Company, Inc. ("Petsche"), a leading provider of interconnect products, including specialty wire, cable, and harness management solutions, to the aerospace and defense market. This acquisition expanded the company's product offerings in specialty wire and cable and provided a variety of cross-selling opportunities with the company's existing business as well as other emerging markets.

- In April 2010, it acquired Verical Incorporated ("Verical"), an ecommerce business geared towards meeting the end-of-life components and parts shortage needs of customers. This acquisition strengthened the company's ecommerce capabilities.

- In June 2010, it acquired PCG Parent Corp., doing business as Converge ("Converge"), a global provider of reverse logistics services. This acquisition builds on the company's global capabilities as a supply chain and logistics leader.

- In August 2010, it acquired Transim Technology Corporation ("Transim"), a service provider of online component design and engineering solutions for technology manufacturers. This acquisition builds on the company's service offerings and diversifies the company into markets that complement its existing businesses.

- In October 2010, it acquired Eshel Technology Group, Inc. ("ETG"), a solid-state lighting distributor and value-added service provider. This acquisition expands the company's portfolio and builds on its strategic capabilities, such as value-added services.

- In December 2010, it acquired all of the assets and operations of INT Holdings, LLC, doing business as Intechra ("Intechra"), a leading EAD company, offering comprehensive, end-to-end services. This acquisition expands the company's EAD services portfolio and aligns with the company's strategy to provide comprehensive services across the entire product lifecycle.

- In January 2011, it acquired Nu Horizons Electronics Corp. ("Nu Horizons"), a leading global distributor of advanced technology semiconductor, display, illumination, and power solutions to a wide variety of commercial OEMs and electronic manufacturing services providers. This acquisition builds on the company's strategy to expand its global capabilities, particularly in the Asia Pacific region.

- In March 2011, it acquired all of the assets and operations of the RF, Wireless and Power Division ("RFPD") of Richardson Electronics, Ltd. ("Richardson"). Richardson RFPD is a leading value-added global component distributor and provider of engineered solutions serving the global radio frequency and wireless communications market. This acquisition supports the company's strategy to expand its portfolio of products, as well as expand its global capabilities, particularly in the Asia Pacific region.

- In April 2011, it acquired Pansystem S.r.l. ("Pansystem"), a distributor of high-performance wire, cable and interconnect products serving the aerospace and defense market in Italy. This acquisition increases the company's presence and strength in the Italy market, one of the largest wire and cable market opportunities in Europe.

- In September 2011, it acquired Chip One Stop, Inc. ("C1S"). Through its online portal, C1S provides a comprehensive offering of electronic components to design engineers across Japan. This acquisition significantly enhances the company's ecommerce presence and expands the company's reach in Japan, one of the largest electronics markets in the world.

- In December 2011, it acquired Flection Group, B.V. ("Flection"), a provider of EAD services in Europe. This acquisition builds on the company's strategy to provide comprehensive services across the entire technology product lifecycle.

Additionally, the following acquisitions were, or are expected to be completed in 2012:

- Effective January 1, 2012, it acquired all of the assets and operations of the distribution business of Seed International Ltd., a value-added distributor of embedded products in China. This acquisition expands the company’s presence in the Asia Pacific region and strengthens the company’s relationship with Texas Instruments, a key supplier.

- On January 18, 2012, it announced an agreement to acquire TechTurn, Ltd., a leading provider of EAD services that specializes in the processing and sale of technology devices that are returned or recycled from businesses and consumers. This acquisition will strengthen our existing portfolio of services and is a continuation of the company's global strategy to expand into faster growing services that span the full life cycle of technology and complement the company's core businesses. This acquisition is subject to customary regulatory approvals and is expected to be completed in the first quarter of 2012.

Within the global components business segment, approximately 67% of the company's sales consist of semiconductor products and related services; approximately 19% consist of passive, electro-mechanical, and interconnect products, consisting primarily of capacitors, resistors, potentiometers, power supplies, relays, switches, and connectors; approximately 11% consist of computing and memory; and approximately 3% consist of other products and services. Most of the company's customers require delivery of their orders on schedules or volumes that are generally not available on direct purchases from manufacturers.

Most manufacturers of electronic components rely on authorized distributors, such as the company, to augment their sales and marketing operations. As a marketing, stocking, technical support, and financial intermediary, the distributor relieves manufacturers of a portion of the costs, financial risk, and personnel associated with these functions (including otherwise sizable investments in finished goods inventories, accounts receivable systems, and distribution networks), while providing geographically dispersed selling, order processing, and delivery capabilities. At the same time, the distributor offers to a broad range of customers the convenience of accessing, from a single source, multiple products from numerous suppliers and rapid or scheduled deliveries, as well as other value-added services, such as materials management, memory programming capabilities, and financing solutions. The growth of the electronics distribution industry is fostered by the many manufacturers who recognize their authorized distributors as essential extensions of their marketing organizations.

Global ECS

The company's global ECS business segment is a leading distributor of enterprise and midrange computing products, services, and solutions to VARs in North America and the EMEA region and provider of unified communications products and related services in North America. Over the past several years, the company has transformed its enterprise computing solutions business into a stronger organization with broader global reach; increased market share in the fast-growing product segments of software, storage, and unified communications; and a more robust and diversified customer and supplier base. Execution on the company's strategic objectives resulted in the global ECS business segment becoming a leading value-added distributor of enterprise products for various suppliers including IBM, Oracle, NetApp, and Hewlett-Packard, a leading distributor of enterprise storage and security and virtualization software, a key provider of unified communications to Fortune 50 companies, and a managed-service provider to Fortune 500 customers in the voice-over-Internet protocol market.

The global ECS geographic footprint has expanded from two countries (the United States and Canada) in 2005 to 29 countries around the world today. North America includes network operating centers and sales and marketing organizations in the United States and Canada. In the EMEA region, the global ECS business segment operates in Austria, Belgium, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Hungary, Iceland, Israel, Latvia, Lithuania, Luxembourg, Morocco, the Netherlands, Norway, Poland, Portugal, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, and the United Kingdom.

Over the past three years, the global ECS business segment completed the following acquisitions to further expand its geographic reach in the EMEA region and to expand its portfolio of products and services to include unified communications products and services, as well as cloud computing and security and networking services:

- In June 2010, it acquired Sphinx Group Limited ("Sphinx"), a United Kingdom-based value-added distributor of security and networking products. This acquisition increased the global ECS business segment's scale in Europe and expertise in the high-growth security and networking information technology markets.

- In September 2010, it acquired Shared Technologies Inc. ("Shared"), which sells, installs, and maintains communications equipment in North America, including the latest in unified communications, voice and data technologies, contact center, network security, and traditional telephony. This acquisition builds on the company's strategy to diversify into profitable, fast-growing markets that complement its existing businesses and to continue expanding its portfolio of products and services.

- In December 2010, it acquired Diasa Informática, S.A. ("Diasa"), a leading European value-added distributor of servers, storage, software, and networking products in Spain and Portugal. This acquisition complements the company's existing portfolio of hardware and storage offerings and also broadens its line card with key suppliers in the EMEA region.

- In May 2011, it acquired Cross Telecom Corporation ("Cross"), a North American service provider of converged and Internet protocol technologies and unified communications. This acquisition continues the company's global strategy to expand into faster growing, high-margin services that complement the company's core businesses.

- In August 2011, it acquired the North American IT consulting and professional services division of InScope International, Inc. and INSI Technology Innovation, Inc. (collectively "InScope"). InScope provides managed services, enterprise storage management, IT virtualization, disaster recovery, data center migration and consolidation, and cloud computing services. This acquisition expands the company's capabilities and scale with NetApp Inc., an important storage supplier. In addition, it expands the company's knowledge and depth in the growing area of cloud computing infrastructures and services.

- In September 2011, it acquired LWP GmbH ("LWP"), a value-added distributor of computing solutions and services in Germany. This acquisition increases the company's presence and strength in the German market as well as strengthening the company's portfolio by expanding the company's European relationship with Citrix Systems, Inc.

Within the global ECS business segment, approximately 19% of the company's sales consist of proprietary servers, 10% consist of industry standard servers, 26% consist of software, 38% consist of storage, and 7% consist of services.

Global ECS provides VARs with many value-added services, including but not limited to, vertical market expertise, systems-level training and certification, solutions testing at Arrow ECS solutions centers, financing support, marketing augmentation, complex order configuration, and access to a one-stop-shop for mission-critical solutions. Midsize and large companies rely on VARs for their IT needs, and global ECS works with these VARs to tailor complex, highly technical mid-market and enterprise solutions in a cost-competitive manner. VARs range in size from small and medium-sized businesses to large global organizations and are typically structured as sales organizations and service providers. They purchase enterprise and mid-market computing solutions from distributors and manufacturers and resell them to end-users. The increasing complexity of these solutions and increasing demand for bundled solutions is changing how VARs go to market and increasing the importance of global ECS' value-added services. Global ECS' suppliers benefit from affordable mid-market access, demand creation, speed to market, and enhanced supply chain efficiency. For suppliers, global ECS is the aggregation point to approximately 12,000 VARs.

In better serving the needs of both suppliers and VARs, the company employs a "channel management" model that positions Arrow as an outsourced provider that fully manages the channel for its suppliers. This model benefits suppliers and VARs alike. Market development activities maximize Arrow's full line card, demand and lead generation services, and vertical enablement programs to help suppliers reach more resellers and thus more end-users. Channel development services support the business needs of resellers with training and education, business development, financing and engineering to help them grow. Services such as financial programs, on-site and remote professional services, supplier services and managed services help resellers capture more revenue beyond technology sales.

Aligned with its channel management approach in the ECS business, the company is investing in emerging and adjacent markets, such as managed services and unified computing, to meet the evolving needs of VARs and their customers.

Customers and Suppliers

The company and its affiliates serve over 120,000 industrial and commercial customers. Industrial customers range from major OEMs and CMs to small engineering firms, while commercial customers primarily include VARs and OEMs. No single customer accounted for more than 3% of the company's 2011 consolidated sales.

The products offered by the company are sold by both field sales representatives, who regularly call on customers in assigned market areas, and by inside sales personnel, who call on customers by telephone or email from the company's selling locations. The company also employs sales teams that focus on small and emerging customers where sales representatives regularly call on customers by telephone or email from centralized selling locations, and inbound sales agents serve customers that call into the company.

Each of the company's North American selling locations and primary distribution centers in the global components business segment are electronically linked to the company's central computer system, which provides fully integrated, online, real-time data with respect to nationwide inventory levels and facilitates control of purchasing, shipping, and billing. The company's international operations in the global components business segment utilize similar online, real-time computer systems, with access to the company's Worldwide Stock Check System. This system provides global access to real-time inventory data.

No single supplier accounted for more than 9% of the company's consolidated sales in 2011. The company believes that many of the products it sells are available from other sources at competitive prices. However, certain parts of the company's business, such as the company's global ECS business segment, rely on a limited number of suppliers with the strategy of providing focused support, deep product knowledge, and customized service to suppliers and VARs. Most of the company's purchases are pursuant to authorized distributor agreements, which are typically cancelable by either party at any time or on short notice.

Distribution Agreements

It is the policy of most manufacturers to protect authorized distributors, such as the company, against the potential write-down of inventories due to technological change or manufacturers' price reductions. Write-downs of inventories to market value are based upon contractual provisions, which typically provide certain protections to the company for product obsolescence and price erosion

in the form of return privileges, scrap allowances, and price protection. Under the terms of the related distributor agreements and assuming the distributor complies with certain conditions, such suppliers are required to credit the distributor for reductions in manufacturers' list prices. As of December 31, 2011, this type of arrangement covered approximately 70% of the company's consolidated inventories. In addition, under the terms of many such agreements, the distributor has the right to return to the manufacturer, for credit, a defined portion of those inventory items purchased within a designated period of time.

A manufacturer, which elects to terminate a distribution agreement, is generally required to purchase from the distributor the total amount of its products carried in inventory. As of December 31, 2011, this type of repurchase arrangement covered approximately 73% of the company's consolidated inventories.

While these industry practices do not wholly protect the company from inventory losses, the company believes that they currently provide substantial protection from such losses.

Competition

The company's business is extremely competitive, particularly with respect to prices, franchises, and, in certain instances, product availability. The company competes with several other large multinational and national distributors, as well as numerous regional and local distributors. As one of the world's largest electronics distributors, the company's financial resources and sales are greater than most of its competitors.

Employees

The company and its affiliates employed approximately 15,700 employees worldwide as of December 31, 2011.

Available Information

The company files its Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, proxy statements, and other documents with the U.S. Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934. A copy of any document the company files with the SEC is available for review at the SEC's public reference room, 100 F Street, N.E., Washington, D.C. 20549. The SEC is reachable at 1-800-SEC-0330 for further information on the public reference room. The company's SEC filings are also available to the public on the SEC's Web site at http://www.sec.gov and through the New York Stock Exchange ("NYSE"), 20 Broad Street, New York, New York 10005, on which the company's common stock is listed.

A copy of any of the company's filings with the SEC, or any of the agreements or other documents that constitute exhibits to those filings, can be obtained by request directed to the company at the following address and telephone number:

Arrow Electronics, Inc.
7459 S. Lima Street
Englewood, Colorado 80112
(303) 824-4000
Attention: Corporate Secretary

The company also makes these filings available, free of charge, through its website (http://www.arrow.com) as soon as reasonably practicable after the company files such material with the SEC. The company does not intend this internet address to be an active link or to otherwise incorporate the contents of the website into this Annual Report on Form 10-K.

Executive Officers

The following table sets forth the names, ages, and the positions held by each of the executive officers of the company as of February 1, 2012:

Name	Age	Position
Michael J. Long	53	Chairman, President, and Chief Executive Officer
Peter S. Brown	61	Senior Vice President, General Counsel, and Secretary
Andrew S. Bryant	56	President, Arrow Global Enterprise Computing Solutions
Peter T. Kong	61	President, Arrow Global Components
Vincent P. Melvin	48	Vice President, Chief Information Officer
M. Catherine Morris	53	Senior Vice President, Chief Strategy Officer
Paul J. Reilly	55	Executive Vice President, Finance and Operations, and Chief Financial Officer
Gretchen K. Zech	42	Senior Vice President, Human Resources

Set forth below is a brief account of the business experience during the past five years of each executive officer of the company.

Michael J. Long was appointed Chairman of the Board of Directors in December 2009 and Chief Executive Officer of the company in May 2009. He was appointed a Director and President of the company in February 2008. Prior thereto he served as Chief Operating Officer of the company from February 2008 to May 2009 and Senior Vice President of the company from January 2006 to February 2008. During this time, he also served as President, Arrow Global Components from September 2006 to February 2008.

Peter S. Brown has been Senior Vice President, General Counsel, and Secretary of the company for more than five years.

Andrew S. Bryant was appointed President of Arrow Global Enterprise Computing Solutions in April 2008. Prior to joining Arrow he served as Chief Operating Officer for Jennings, Strouss & Salmon, P.L.C. from September 2007 to April 2008, and under contract as a consultant to Avnet, Inc. from June 2006 to September 2007.

Peter T. Kong was appointed President of Arrow Global Components in May 2009. Prior thereto he served as President of Arrow Asia/Pacific from March 2006 to May 2009.

Vincent P. Melvin has been Vice President and Chief Information Officer of the company for more than five years.

M. Catherine Morris was appointed Chief Strategy Officer of the company in August 2008 and has been Senior Vice President of the company since January 2007. Prior thereto she served as President, Arrow Enterprise Computing Solutions since January 2007.

Paul J. Reilly was appointed Executive Vice President of Finance and Operations in May 2009. Prior thereto he served as Senior Vice President of the company from May 2005 to May 2009. He has been Chief Financial Officer of the company for more than five years.

Gretchen K. Zech was appointed Senior Vice President of Human Resources of the company in November 2011. Prior to joining Arrow she served as Senior Vice President, Human Resources, for Dex One Corporation (formerly known as R.H. Donnelley Corporation) from June 2006 to November 2011. R.H. Donnelley Corporation filed for reorganization under Chapter 11 of the United States Bankruptcy Code in May 2009 and emerged as Dex One Corporation in January 2010.

Item 1A. Risk Factors.

Described below and throughout this report are certain risks that the company's management believes are applicable to the company's business and the industry in which it operates. If any of the described events occur, the company's business, results of operations, financial condition, liquidity, or access to the capital markets could be materially adversely affected. When stated below that a risk may have a material adverse effect on the company's business, it means that such risk may have one or more of these effects. There may be additional risks that are not presently material or known. There are also risks within the economy, the industry, and the capital markets that could materially adversely affect the company, including those associated with an economic recession, inflation, and a global economic slowdown. There are also risks associated with the occurrence of natural disasters such as tsunamis, hurricanes, tornadoes, and floods. These factors affect businesses generally, including the company's customers and suppliers and, as a result, are not discussed in detail below except to the extent such conditions could materially affect the company and its customers and suppliers in particular ways.

If the company is unable to maintain its relationships with its suppliers or if the suppliers materially change the terms of their existing agreements with the company, the company's business could be materially adversely affected.

A substantial portion of the company's inventory is purchased from suppliers with which the company has entered into non-exclusive distribution agreements. These agreements are typically cancelable on short notice (generally 30 to 90 days). Certain parts of the company's business, such as the company's global ECS business, rely on a limited number of suppliers. To the extent that the company's significant suppliers reduce the amount of products they sell through distribution, are unwilling to continue to do business with the company, or are unable to continue to meet or significantly alter their obligations, the company's business could be materially adversely affected. In addition, to the extent that the company's suppliers modify the terms of their contracts with the company, limit supplies due to capacity constraints, or other factors, there could be a material adverse effect on the company's business.

The competitive pressures the company faces could have a material adverse effect on the company's business.

The market for the company's products and services is very competitive and subject to rapid technological change. Not only does the company compete with other distributors, it also competes for customers with many of its own suppliers. Additional competition has emerged from third-party logistics providers, catalogue distributors, and brokers. The company's failure to maintain and enhance its competitive position could adversely affect its business and prospects. Furthermore, the company's efforts to compete in the marketplace could cause deterioration of gross profit margins and, thus, overall profitability. The sizes of the company's competitors vary across market sectors, as do the resources the company has allocated to the sectors in which it does business. Therefore, some of the competitors may have a more extensive customer and/or supplier base than the company in one or more of its market sectors.

Products sold by the company may be found to be defective and, as a result, warranty and/or product liability claims may be asserted against the company, which may have a material adverse effect on the company.

The company sells its components at prices that are significantly lower than the cost of the equipment or other goods in which they are incorporated. As a result, the company may face claims for damages (such as consequential damages) that are disproportionate to the revenues and profits it receives from the components involved in the claims. While the company typically has provisions in its supplier agreements that hold the supplier accountable for defective products, and the company and its suppliers generally exclude consequential damages in their standard terms and conditions, the company's ability to avoid such liabilities may be limited as a result of differing factors, such as the inability to exclude such damages due to the laws of some of the countries where it does business. The company's business could be materially adversely affected as a result of a significant quality or performance issue in the products sold by the company, if it is required to pay for the associated damages. Although the company currently has product liability insurance, such insurance is limited in coverage and amount.

Declines in value and other factors pertaining to the company's inventory could materially adversely affect its business.

The market for the company's products and services is subject to rapid technological change, evolving industry standards, changes in end-market demand, oversupply of product, and regulatory requirements, which can contribute to the decline in value or obsolescence of inventory. Although most of the company's suppliers provide the company with certain protections from the loss in value of inventory (such as price protection and certain rights of return), the company cannot be sure that such protections will fully compensate it for the loss in value, or that the suppliers will choose to, or be able to, honor such agreements. For example, many of the company's suppliers will not allow products to be returned after they have been held in inventory beyond a certain amount of time, and, in most instances, the return rights are limited to a certain percentage of the amount of product the company purchased in a particular time frame. All of these factors pertaining to inventory could have a material adverse effect on the company's business.

The company is subject to environmental laws and regulations that could materially adversely affect its business.

The European Union, China, and other jurisdictions in which the company's products are sold have enacted or are proposing to enact laws addressing environmental and other impacts from product disposal, use of hazardous materials in products, use of chemicals in manufacturing, recycling of products at the end of their useful life, and other related matters. These laws prohibit the use of certain substances in the manufacture of the company's products and directly and indirectly impose a variety of requirements for modification of manufacturing processes, registration, chemical testing, labeling, and other matters. Failure to comply with these laws or any other applicable environmental regulations could result in fines or suspension of sales. Additionally, these directives and regulations may result in the company having non-compliant inventory that may be less readily salable or have to be written off.

Some environmental laws impose liability, sometimes without fault, for investigating or cleaning up contamination on or emanating from the company's currently or formerly owned, leased, or operated property, as well as for damages to property or natural resources and for personal injury arising out of such contamination. As the distribution business, in general, does not involve the manufacture of products, it is typically not subject to significant liability in this area. However, there may be occasions, including through acquisitions, where environmental liability arises. For example, the company has recently expanded into the electronics asset disposition business, or EAD, pursuant to which, the company is responsible to its customers to dispose of certain assets in an environmentally compliant manner. The company's or its subcontractors' failure to comply with the applicable environmental laws and regulations could result in additional liability. Such liability may be joint and several, meaning that the company could be held responsible for more than its share of the liability involved. The presence of environmental contamination could also interfere with ongoing operations or adversely affect the company's ability to sell or lease its properties. The discovery of contamination for which the company is responsible, the enactment of new laws and regulations, or changes in how existing requirements are enforced, could require the company to incur costs for compliance or subject it to unexpected liabilities.

The foregoing matters could materially adversely affect the company's business.

The company is currently involved in the investigation and remediation of environmental matters at two sites as a result of its Wyle Electronics acquisition, and the company is in litigation related to those sites.

In 2000, the company acquired Wyle Electronics ("Wyle") and assumed its outstanding liabilities, including responsibility for environmental problems at sites Wyle had previously owned. The Wyle purchase agreement includes an indemnification from the seller, now known as E.ON AG, in favor of the company, covering virtually all costs arising out of or in connection with those environmental obligations. Two sites are known to have environmental issues, one at Norco, California and the other at Huntsville, Alabama. The company has thus far borne most of the cost of the investigation and remediation of the Norco and Huntsville sites, under the direction of the cognizant state agencies. The company has spent approximately $45.0 million to date in connection with these sites. In addition, the company was named as a defendant in a private lawsuit filed in connection with alleged contamination at a small industrial building formerly leased by Wyle Laboratories in El Segundo, California. The lawsuit was settled, but the possibility remains that government entities or others may attempt to involve the company in further characterization or remediation of groundwater issues in the area.

E.ON AG acknowledged liability under the contractual indemnities with respect to the Norco and Huntsville sites and made a small initial payment, but has subsequently refused to make further payments. As a result, the company is suing E.ON AG in the Regional Court in Frankfurt, Germany. The litigation is currently suspended while the company engages in a court-facilitated mediation with E.ON AG. The mediation commenced in December 2009 and is ongoing.

As successor-in-interest to Wyle, the company is the beneficiary of the various Wyle insurance policies that covered liabilities arising out of operations at the two contaminated sites. Certain of the insurance carriers implicated in actions, which were brought in Riverside, California, County Court by landowners and residents alleging personal injury and property damage caused by contaminated groundwater and related soil-vapor found in certain residential areas adjacent to the Norco site, have undertaken substantial portions of the defense of the company, and the company has recovered approximately $13.0 million from them to date. However, the company has sued certain other umbrella liability policy carriers because they have yet to make payment on claims filed by the company. These disputes generally relate to the umbrella liability policy carriers' proportional share of the total liability as opposed to the applicability of coverage.

The company believes strongly in the merits of its positions regarding the E.ON AG indemnity and the liabilities of the insurance carriers, but there can be no guarantee of the outcome of litigation. Should and to the extent some or all of the insurance policies at issue prove insufficient or unavailable, and E.ON AG prevails in the litigation pending in Germany, the company would be responsible for the costs. The total costs of (i) the investigation and remediation of the two sites, (ii) the defense of the company and the defense and indemnity of Wyle Laboratories in the Riverside County cases, (iii) the settlement amount in those cases, and (iv) the amount of any shortfall in the availability of the E.ON AG indemnity and/or the insurance coverage are all as yet undetermined. Any or all of those costs could have a material adverse effect on the company's business.

The company may not have adequate or cost-effective liquidity or capital resources.

The company requires cash or committed liquidity facilities for general corporate purposes, such as funding its ongoing working capital, acquisition, and capital expenditure needs, as well as to refinance indebtedness. At December 31, 2011, the company had cash and cash equivalents of $396.9 million. In addition, the company currently has access to committed credit lines of $1.975 billion, of which the company had outstanding borrowings of $354.0 million at December 31, 2011. The company's ability to satisfy its cash needs depends on its ability to generate cash from operations and to access the financial markets, both of which are subject to general economic, financial, competitive, legislative, regulatory, and other factors that are beyond its control.

The company may, in the future, need to access the financial markets to satisfy its cash needs. The company's ability to obtain external financing is affected by various factors including general financial market conditions and the company's debt ratings. While, thus far, uncertainties in global credit markets have not significantly affected the company's access to capital, future financing could be difficult or more expensive. Further, any increase in the company's level of debt, change in status of its debt from unsecured to secured debt, or deterioration of its operating results may cause a reduction in its current debt ratings. Any downgrade in the company's current debt rating or tightening of credit availability could impair the company's ability to obtain additional financing or renew existing credit facilities on acceptable terms. Under the terms of any external financing, the company may incur higher financing expenses and become subject to additional restrictions and covenants. For example, the company's existing debt agreements contain restrictive covenants, including covenants requiring compliance with specified financial ratios, and a failure to comply with these or any other covenants may result in an event of default. The company's lack of access to cost-effective capital resources, an increase in the company's financing costs, or a breach of debt instrument covenants could have a material adverse effect on the company's business.

The agreements governing some of the company's financing arrangements contain various covenants and restrictions that limit some of management's discretion in operating the business and could prevent the company from engaging in some activities that may be beneficial to its business.

The agreements governing the company's financings contain various covenants and restrictions that, in certain circumstances, could limit its ability to:

- grant liens on assets;
- make restricted payments (including paying dividends on capital stock or redeeming or repurchasing capital stock);
- make investments;
- merge, consolidate, or transfer all or substantially all of its assets;
- incur additional debt; or
- engage in certain transactions with affiliates.

As a result of these covenants and restrictions, the company may be limited in how it conducts its business and may be unable to raise additional debt, compete effectively, or make investments.

The company's failure to have long-term sales contracts may have a material adverse effect on its business.

Most of the company's sales are made on an order-by-order basis, rather than through long-term sales contracts. The company generally works with its customers to develop non-binding forecasts for future volume of orders. Based on such non-binding forecasts, the company makes commitments regarding the level of business that it will seek and accept, the inventory that it

purchases, and the levels of utilization of personnel and other resources. A variety of conditions, both specific to each customer and generally affecting each customer's industry may cause customers to cancel, reduce, or delay orders that were either previously made or anticipated, go bankrupt or fail, or default on their payments. Generally, customers cancel, reduce, or delay purchase orders and commitments without penalty. The company seeks to mitigate these risks, in some cases, by entering into noncancelable/nonreturnable sales agreements, but there is no guarantee that such agreements will adequately protect the company. Significant or numerous cancellations, reductions, delays in orders by customers, loss of customers, and/or customer defaults on payments could materially adversely affect the company's business.

The company's revenues originate primarily from the sales of semiconductor, PEMCO (passive, electro-mechanical and interconnect), IT hardware and software products, the sales of which are traditionally cyclical.

The semiconductor industry historically has experienced fluctuations in product supply and demand, often associated with changes in technology and manufacturing capacity and subject to significant economic market upturns and downturns. Sales of semiconductor products and related services represented approximately 47%, 49%, and 46% of the company's consolidated sales in 2011, 2010, and 2009, respectively. The sale of the company's PEMCO products closely tracks the semiconductor market. Accordingly, the company's revenues and profitability, particularly in its global components business segment, tend to closely follow the strength or weakness of the semiconductor market. Further, economic weakness of the financial and credit markets during 2008 and 2009 had a negative impact on the company's financial results. The company's financial results for 2010 and 2011 suggest that the company's business has experienced a recovery; however, there can be no assurance that the recovery to date will continue at the current pace or at all. Another downturn in the world's economies or in the technology industry could have a material adverse effect on the company's business and negatively impact its ability to maintain historical profitability levels.

The company's non-U.S. sales represent a significant portion of its revenues, and consequently, the company is exposed to risks associated with operating internationally.

In 2011, 2010, and 2009, approximately 55%, 56%, and 57%, respectively, of the company's sales came from its operations outside the United States. As a result of the company's international sales and locations, its operations are subject to a variety of risks that are specific to international operations, including the following:

- import and export regulations that could erode profit margins or restrict exports;
- the burden and cost of compliance with international laws, treaties, and technical standards and changes in those regulations;
- potential restrictions on transfers of funds;
- import and export duties and value-added taxes;
- transportation delays and interruptions;
- uncertainties arising from local business practices and cultural considerations;
- enforcement of the Foreign Corrupt Practices Act, or similar laws of other jurisdictions;
- foreign laws that potentially discriminate against companies which are headquartered outside that jurisdiction;
- recent volatility associated with sovereign debt of certain international economies;
- potential military conflicts and political risks; and
- currency fluctuations, which the company attempts to minimize through traditional hedging instruments.

Furthermore, products the company sells which are either manufactured in the United States or based on U.S. technology ("U.S. Products") are subject to the Export Administration Regulations ("EAR") when exported and re-exported to and from all international jurisdictions, in addition to the local jurisdiction's export regulations applicable to individual shipments. Licenses or proper license exemptions may be required by local jurisdictions' export regulations, including EAR, for the shipment of certain U.S. Products to certain countries, including China, India, Russia, and other countries in which the company operates. Non-compliance with the EAR or other applicable export regulations can result in a wide range of penalties including the denial of export privileges, fines, criminal penalties, and the seizure of inventories. In the event that any export regulatory body determines that any shipments made by the company violate the applicable export regulations, the company could be fined significant sums and/or its export capabilities could be restricted, which could have a material adverse effect on the company's business.

Also, the company's operating income margins are lower in certain geographic markets. Operating income in the components business in Asia/Pacific and the global ECS business in Europe tends to be lower than operating income in the other markets in which the company sells products and services. As sales in those markets increased as a percentage of overall sales, consolidated operating income margins have fallen. The financial impact of lower operating income on returns on working capital was offset, in part, by lower working capital requirements. While the company has and will continue to adopt measures to reduce the potential impact of losses resulting from the risks of doing business abroad, it cannot ensure that such measures will be adequate and, therefore, could have a material adverse effect on its business.

When the company makes acquisitions, it may take on additional liabilities or not be able to successfully integrate such acquisitions.

As part of the company's history and growth strategy, it has acquired other businesses. Acquisitions involve numerous risks, including the following:

- problems combining the acquired operations, technologies, or products;
- unanticipated costs or assumed liabilities, including those associated with regulatory actions or investigations;
- diversion of management's attention;
- negative effects on existing customer and supplier relationships; and
- potential loss of key employees, especially those of the acquired companies.

Further, the company has made, and may continue to make acquisitions of, or investments in new services, businesses or technologies to expand our current service offerings and product lines. Some of these may involve risks that may differ from those traditionally associated with our core distribution business, including undertaking product or service warranty responsibilities that in our traditional core business would generally reside primarily with our suppliers. In addition, with respect to the company's acquisition of EAD related businesses, its failure to properly safeguard confidential customer data could subject the company to penalties, damage to reputation, result in breaches of its contracts, and cause it to expend capital and other resources to protect against future security breaches. If we are not successful in mitigating or insuring against such risks, they could have a material adverse effect on the company's business.

The company's goodwill and identifiable intangible assets could become impaired, which could reduce the value of its assets and reduce its net income in the year in which the write-off occurs.

Goodwill represents the excess of the cost of an acquisition over the fair value of the assets acquired. The company also ascribes value to certain identifiable intangible assets, which consist primarily of customer relationships and trade names, among others, as a result of acquisitions. The company may incur impairment charges on goodwill or identifiable intangible assets if it determines that the fair values of the goodwill or identifiable intangible assets are less than their current carrying values. The company evaluates, on a regular basis, whether events or circumstances have occurred that indicate all, or a portion, of the carrying amount of goodwill may no longer be recoverable, in which case an impairment charge to earnings would become necessary.

See Notes 1 and 3 of the Notes to the Consolidated Financial Statements and 'Critical Accounting Policies' in Management's Discussion and Analysis of Financial Condition and Results of Operations for further discussion of the impairment testing of goodwill and identifiable intangible assets.

A decline in general economic conditions or global equity valuations could impact the judgments and assumptions about the fair value of the company's businesses and the company could be required to record impairment charges on its goodwill or other identifiable intangible assets in the future, which could impact the company's consolidated balance sheet, as well as the company's consolidated statement of operations. If the company was required to recognize an impairment charge in the future, the charge would not impact the company's consolidated cash flows, current liquidity, capital resources, and covenants under its existing revolving credit facility, asset securitization program, and other outstanding borrowings.

If the company fails to maintain an effective system of internal controls or discovers material weaknesses in its internal controls over financial reporting, it may not be able to report its financial results accurately or timely or detect fraud, which could have a material adverse effect on its business.

An effective internal control environment is necessary for the company to produce reliable financial reports and is an important part of its effort to prevent financial fraud. The company is required to periodically evaluate the effectiveness of the design and operation of its internal controls over financial reporting. Based on these evaluations, the company may conclude that enhancements, modifications, or changes to internal controls are necessary or desirable. While management evaluates the effectiveness of the company's internal controls on a regular basis, these controls may not always be effective. There are inherent limitations on the effectiveness of internal controls, including collusion, management override, and failure in human judgment. In addition, control procedures are designed to reduce rather than eliminate financial statement risk. If the company fails to maintain an effective system of internal controls, or if management or the company's independent registered public accounting firm discovers material weaknesses in the company's internal controls, it may be unable to produce reliable financial reports or prevent fraud, which could have a material adverse effect on the company's business. In addition, the company may be subject to sanctions or investigation by regulatory authorities, such as the SEC or the NYSE. Any such actions could result in an adverse reaction in the financial markets due to a loss of confidence in the reliability of the company's financial statements, which could cause the market price of its common stock to decline or limit the company's access to capital.

The company relies heavily on its internal information systems, which, if not properly functioning, could materially adversely affect the company's business.

The company's current global operations reside on multiple technology platforms. The size and complexity of our computer systems make them potentially vulnerable to breakdown, malicious intrusion and random attack. Likewise, data privacy breaches by employees and others who access our systems may pose a risk that sensitive data may be exposed to unauthorized persons or to the public. While we believe that we have taken appropriate security measures to protect our data and information technology systems, there can be no assurance that our efforts will prevent breakdowns or breaches in our systems that could have a material adverse effect on the company's business. Because most of the company's systems consist of a number of legacy, internally developed applications, it can be harder to upgrade and may be more difficult to adapt to commercially available software.

The company is in the process of converting its various business information systems worldwide to a single Enterprise Resource Planning system. The company has committed significant resources to this conversion, and is expected to be phased in over several years. This conversion is extremely complex, in part, because of the wide range of processes and the multiple legacy systems that must be integrated globally. The company is using a controlled project plan that it believes will provide for the adequate allocation of resources. However, such a plan, or a divergence from it, may result in cost overruns, project delays, or business interruptions. During the conversion process, the company may be limited in its ability to integrate any business that it may want to acquire. Failure to properly or adequately address these issues could impact the company's ability to perform necessary business operations, which could materially adversely affect the company's business.

The company may be subject to intellectual property rights claims, which are costly to defend, could require payment of damages or licensing fees and could limit the company's ability to use certain technologies in the future.

Certain of the company's products and services include intellectual property owned by the company and/or its third party suppliers. Substantial litigation and threats of litigation regarding intellectual property rights exist in the semiconductor/integrated circuit, software and some service industries. From time to time, third parties (including certain companies in the business of acquiring patents not for the purpose of developing technology but with the intention of aggressively seeking licensing revenue from purported infringers) may assert patent, copyright and/or other intellectual property rights to technologies that are important to the company's business. In some cases, depending on the nature of the claim, the company may be able to seek indemnification from its suppliers for itself and its customers against such claims, but there is no assurance that it will be successful in obtaining such indemnification or that the company is fully protected against such claims. In addition, the company is exposed to potential liability for technology that it develops itself for which it has no indemnification protections. In any dispute involving products or services that incorporate intellectual property developed, licensed by the company, or obtained through acquisition, the company's customers could also become the target of litigation. The company is obligated in many instances to indemnify and defend its customers if the products or services the company sells are alleged to infringe any third party's intellectual property rights. Any infringement claim brought against the company, regardless of the duration, outcome, or size of damage award, could:

- result in substantial cost to the company;
- divert management's attention and resources;
- be time consuming to defend;
- result in substantial damage awards; or
- cause product shipment delays.

Additionally, if an infringement claim is successful the company may be required to pay damages or seek royalty or license arrangements, which may not be available on commercially reasonable terms. The payment of any such damages or royalties may significantly increase the company's operating expenses and harm the company's operating results and financial condition. Also, royalty or license arrangements may not be available at all. The company may have to stop selling certain products or using technologies, which could affect the company's ability to compete effectively.

Compliance with government regulations regarding the use of "conflict minerals" could result in difficulty in obtaining parts and be very costly to the company.

As part of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (the Dodd-Frank Act), the SEC has proposed disclosure requirements regarding the use of certain minerals, known as conflict minerals, which are mined from the Democratic Republic of Congo and adjoining countries, as well as procedures regarding a manufacturer's efforts to prevent the sourcing of such minerals and metals produced from those minerals. The additional disclosure rules will take effect after the company's first full year following the promulgation of the SEC's final rules. The implementation of these requirements could affect the sourcing and availability of products we purchase from our suppliers. This may reduce the number of suppliers who provide products containing conflict free metals, and may affect our ability to obtain products in sufficient quantities or at competitive prices. Also, the company may have to publicly disclose its efforts regarding conflict minerals. Our material sourcing is broad based and multi-tiered, and we may not be able to easily verify the origins for all metals used in our products. As a result, the costs of such an effort could be significant.

Item 1B. Unresolved Staff Comments.

None.

Item 2. Properties.

The company owns and leases sales offices, distribution centers, and administrative facilities worldwide. Its executive office is located in Englewood, Colorado and occupies a 115,000 square foot facility that is owned by the company. The company owns 12 locations throughout the Americas, EMEA, and the Asia Pacific region and occupies approximately 380 additional locations under leases due to expire on various dates through 2023. The company believes its facilities are well maintained and suitable for company operations.

Item 3. Legal Proceedings.

Tekelec Matter

In 2000, the company purchased Tekelec Europe SA ("Tekelec") from Tekelec Airtronic SA and certain other selling shareholders. Subsequent to the closing of the acquisition, Tekelec received a product liability claim in the amount of €11.3 million. The product liability claim was the subject of a French legal proceeding started by the claimant in 2002, under which separate determinations were made as to whether the products that are subject to the claim were defective and the amount of damages sustained by the purchaser. The manufacturer of the products also participated in this proceeding. The claimant has commenced legal proceedings against Tekelec and its insurers to recover damages in the amount of €3.7 million and expenses of €.3 million plus interest. The company believes that any amount in addition to the amount accrued by the company would not materially adversely impact the company's consolidated financial position, liquidity, or results of operations.

Environmental and Related Matters

Wyle Claims

In connection with the 2000 purchase of Wyle from the VEBA Group ("VEBA"), the company assumed certain of the then outstanding obligations of Wyle, including Wyle's 1994 indemnification of the purchasers of its Wyle Laboratories division for environmental clean-up costs associated with any then existing contamination or violation of environmental regulations. Under the terms of the company's purchase of Wyle from VEBA, VEBA agreed to indemnify the company for costs associated with the Wyle environmental indemnities, among other things. The company is aware of two Wyle Laboratories facilities (in Huntsville, Alabama and Norco, California) at which contaminated groundwater was identified. Each site will require remediation, the final form and cost of which is undetermined. As further discussed in Note 15 of the Notes to Consolidated Financial Statements, the Alabama site is being investigated by the company under the direction of the Alabama Department of Environmental Management. The Norco site is subject to a consent decree, entered in October 2003, between the company, Wyle Laboratories, and the California Department of Toxic Substance Control.

Wyle Laboratories has demanded indemnification from the company with respect to the work at both sites (and in connection with the litigation discussed below), and the company has, in turn, demanded indemnification from VEBA. VEBA merged with a publicly-traded, German conglomerate in June 2000. The combined entity, now known as E.ON AG, remains responsible for VEBA's liabilities. E.ON AG acknowledged liability under the terms of the VEBA contract in connection with the Norco and Huntsville sites and made an initial, partial payment. Neither the company's demands for subsequent payments nor its demand for defense and indemnification in the related litigation and other costs associated with the Norco site were met.

Related Litigation

In October 2005, the company filed suit against E.ON AG in the Frankfurt am Main Regional Court in Germany. The suit seeks indemnification, contribution, and a declaration of the parties' respective rights and obligations in connection with the Riverside County litigation (discussed below) and other costs associated with the Norco site. In its answer to the company's claim filed in March 2009 in the German proceedings, E.ON AG filed a counterclaim against the company for approximately $16.0 million. The company believes it has reasonable defenses to the counterclaim and plans to defend its position vigorously. The company believes that the ultimate resolution of the counterclaim will not materially adversely impact the company's consolidated financial

position, liquidity, or results of operations. The litigation is currently suspended while the company engages in a court-facilitated mediation with E.ON AG. The mediation commenced in December 2009 and is ongoing.

The company was named as a defendant in several suits related to the Norco facility, all of which were consolidated for pre-trial purposes. In January 2005, an action was filed in the California Superior Court in Riverside County, California (Gloria Austin, *et al*. v. Wyle Laboratories, Inc. *et al*.). Approximately 90 plaintiff landowners and residents sued a number of defendants under a variety of theories for unquantified damages allegedly caused by environmental contamination at and around the Norco site. Also filed in the Superior Court in Riverside County were Jimmy Gandara, *et al.* v. Wyle Laboratories, Inc. *et al.* in January 2006, and Lisa Briones, *et al*. v. Wyle Laboratories, Inc. *et al*. in May 2006; both of which contain allegations similar to those in the Austin case on behalf of approximately 20 additional plaintiffs. All of these matters have now been resolved to the satisfaction of the parties.

The company was also named as a defendant in a lawsuit filed in September 2006 in the United States District Court for the Central District of California (Apollo Associates, L.P., *et anno.* v. Arrow Electronics, Inc. *et al.*) in connection with alleged contamination at a third site, an industrial building formerly leased by Wyle Laboratories, in El Segundo, California. The lawsuit was settled, though the possibility remains that government entities or others may attempt to involve the company in further characterization or remediation of groundwater issues in the area.

Impact on Financial Statements

The company believes that any cost which it may incur in connection with environmental conditions at the Norco, Huntsville, and El Segundo sites and the related litigation is covered by the contractual indemnifications (except, under the terms of the environmental indemnification, for the first $.5 million), discussed above. The company believes that recovery of costs incurred to date associated with the environmental clean-up of the Norco and Huntsville sites, is probable. Accordingly, the company increased the receivable for amounts due from E.ON AG by $4.8 million during 2011 to $49.0 million. The company's net costs for such indemnified matters may vary from period to period as estimates of recoveries are not always recognized in the same period as the accrual of estimated expenses.

As successor-in-interest to Wyle, the company is the beneficiary of various Wyle insurance policies that covered liabilities arising out of operations at Norco and Huntsville. Certain of the insurance carriers implicated in the Riverside County litigation have undertaken substantial portions of the defense of the company, and the company has recovered approximately $13.0 million from them to date. However, the company has sued certain other umbrella liability policy carriers because they have yet to make payment on claims filed by the company. These disputes generally relate to the umbrella liability policy carriers' proportional share of the total liability as opposed to the applicability of coverage.

The company believes strongly in the merits of its positions regarding the E.ON AG indemnity and the liabilities of the insurance carriers.

Also included in the proceedings against E.ON AG is a claim for the reimbursement of pre-acquisition tax liabilities of Wyle in the amount of $8.7 million for which E.ON AG is also contractually liable to indemnify the company. E.ON AG has specifically acknowledged owing the company not less than $6.3 million of such amounts, but its promises to make payments of at least that amount were not kept. The company also believes that the recovery of these amounts is probable.

In connection with the acquisition of Wyle, the company acquired a $4.5 million tax receivable due from E.ON AG (as successor to VEBA) in respect of certain tax payments made by Wyle prior to the effective date of the acquisition, the recovery of which the company also believes is probable.

The receivable for amounts due from E.ON AG for the previously mentioned tax and environmental matters and related litigation are included in "Other Assets" on the company's consolidated balance sheets. The company's basis for the conclusion that recovery of these amounts are probable is based upon its determination that it has appropriate legal rights to seek reimbursement under the indemnification agreement with E.ON AG, as well as the company's ability to seek reimbursement under the various Wyle insurance policies. The timing of the collection of these amounts is contingent upon resolution of the court-facilitated mediation or litigation with E.ON AG, the completion of settlement agreements with certain insurers, and the resolution of litigation currently pending with certain other insurance carriers. The resolution of these matters could likely take several years.

Other

From time to time, in the normal course of business, the company may become liable with respect to other pending and threatened litigation, environmental, regulatory, labor, product, and tax matters. While such matters are subject to inherent uncertainties, it is not currently anticipated that any such matters will materially impact the company's consolidated financial position, liquidity, or results of operations.

PART II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities.

Market Information

The company's common stock is listed on the NYSE (trading symbol: "ARW"). The high and low sales prices during each quarter of 2011 and 2010 are as follows:

Year	High	Low
2011:		
Fourth Quarter	$ 38.66	$ 25.71
Third Quarter	42.14	27.39
Second Quarter	47.50	36.21
First Quarter	42.90	34.08
2010:		
Fourth Quarter	$ 34.99	$ 25.84
Third Quarter	27.66	21.76
Second Quarter	32.50	21.79
First Quarter	30.85	25.80

Holders

On January 27, 2012, there were approximately 2,100 shareholders of record of the company's common stock.

Dividend History

The company did not pay cash dividends on its common stock during 2011 or 2010. While from time to time the Board of Directors considers the payment of dividends on the common stock, the declaration of future dividends is dependent upon the company's earnings, financial condition, and other relevant factors, including debt covenants.

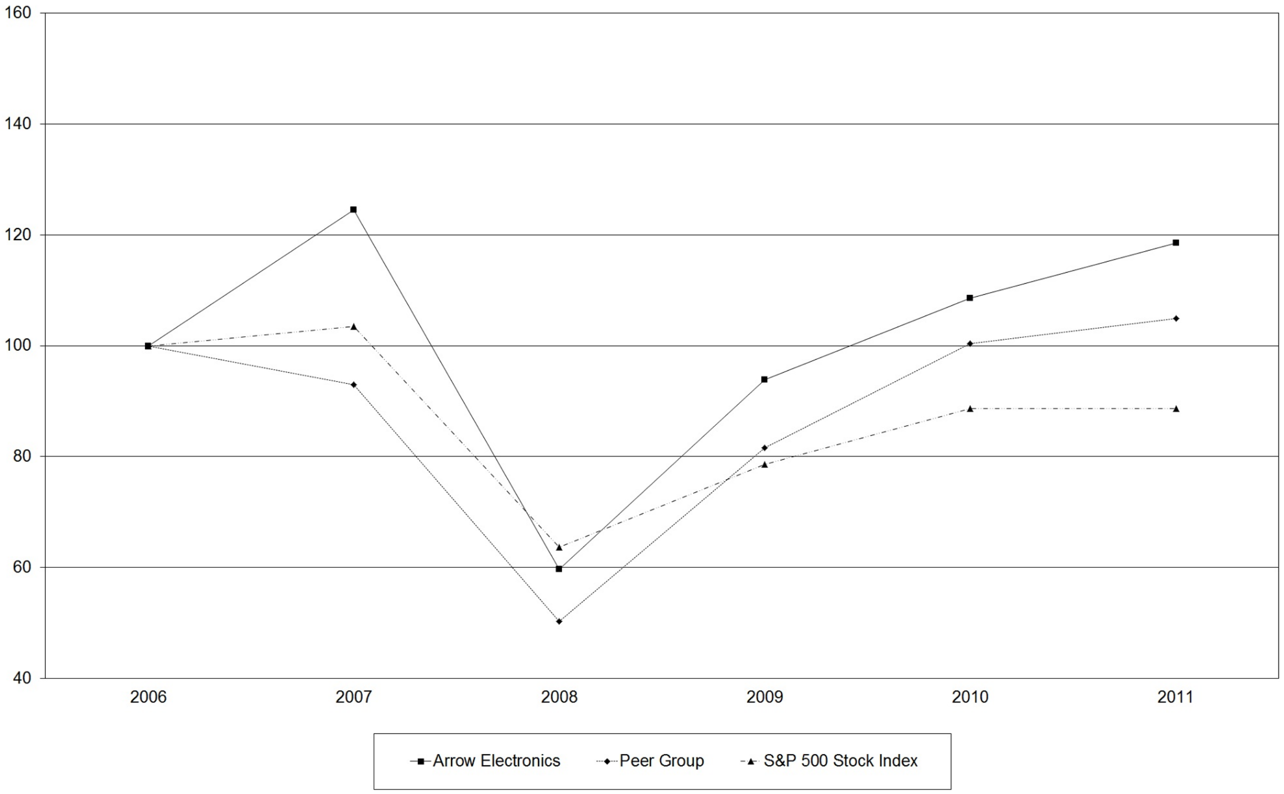
Equity Compensation Plan Information

The following table summarizes information, as of December 31, 2011, relating to the Omnibus Incentive Plan, which was approved by the company's shareholders and under which cash-based awards, non-qualified stock options, incentive stock options, stock appreciation rights, restricted stock or restricted stock units, performance shares or units, covered employee annual incentive awards, and other stock-based awards may be granted.

Plan Category	Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants and Rights	Weighted Average Exercise Price of Outstanding Options, Warrants and Rights	Number of Securities Remaining Available for Future Issuance
Equity compensation plans approved by security holders	6,031,965	$ 29.68	7,602,876
Equity compensation plans not approved by security holders	—	—	—
Total	6,031,965	$ 29.68	7,602,876

Performance Graph

The following graph compares the performance of the company's common stock for the periods indicated with the performance of the Standard & Poor's 500 Stock Index ("S&P 500 Stock Index") and the average performance of a group consisting of the company's peer companies (the "Peer Group") on a line-of-business basis. The companies included in the Peer Group are Anixter International Inc., Avnet, Inc., Celestica Inc., Flextronics International Ltd., Ingram Micro Inc., Jabil Circuit, Inc., Tech Data Corporation, and WESCO International, Inc. The graph assumes $100 invested on December 31, 2006 in the company, the S&P 500 Stock Index, and the Peer Group. Total return indices reflect reinvestment of dividends and are weighted on the basis of market capitalization at the time of each reported data point.



	2006	2007	2008	2009	2010	2011
Arrow Electronics	100	125	60	94	109	119
Peer Group	100	93	50	82	100	105
S&P 500 Stock Index	100	104	64	79	89	89

Unregistered Sales of Equity Securities and Use of Proceeds

In July 2011, the company's Board of Directors approved the repurchase of up to $100 million of the company's common stock through a share-repurchase program. In October 2011, the company's Board of Directors approved an additional repurchase of up to $150 million of the company's common stock (collectively, the "2011 Share-Repurchase Programs").

The following table shows the share-repurchase activity for the quarter ended December 31, 2011:

Month	Total Number of Shares Purchased(a)	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Program(b)	Approximate Dollar Value of Shares that May Yet be Purchased Under the Program
October 2 through 31, 2011	2,047	$ 37.77	—	$ 150,300,608
November 1 through 30, 2011	2,843	34.51	—	150,300,608
December 1 through 31, 2011	1,902	35.48	—	150,300,608
Total	6,792		—	

(a) Includes share repurchases under the 2011 Share-Repurchase Programs and those associated with shares withheld from employees for stock-based awards, as permitted by the Omnibus Incentive Plan, in order to satisfy the required tax withholding obligations.

(b) The difference between the "total number of shares purchased" and the "total number of shares purchased as part of publicly announced program" for the quarter ended December 31, 2011 is 6,792 shares, which relate to shares withheld from employees for stock-based awards, as permitted by the Omnibus Incentive Plan, in order to satisfy the required tax withholding obligations. The purchase of these shares were not made pursuant to any publicly announced repurchase plan.

Item 6. Selected Financial Data.

The following table sets forth certain selected consolidated financial data and must be read in conjunction with the company's consolidated financial statements and related notes appearing elsewhere in this Annual Report on Form 10-K (dollars in thousands except per share data):

For the years ended December 31:	**2011** (a)	**2010** (b)	**2009** (c)	**2008** (d)	**2007** (e)
Sales	$ 21,390,264	$ 18,744,676	$ 14,684,101	$ 16,761,009	$ 15,984,992
Operating income (loss)	$ 908,843	$ 750,775	$ 272,787	$ (493,569)	$ 686,905
Net income (loss) attributable to shareholders	$ 598,810	$ 479,630	$ 123,512	$ (613,739)	$ 407,792
Net income (loss) per share:					
Basic	$ 5.25	$ 4.06	$ 1.03	$ (5.08)	$ 3.31
Diluted	$ 5.17	$ 4.01	$ 1.03	$ (5.08)	$ 3.28
At December 31:					
Accounts receivable and inventories	$ 6,446,027	$ 6,011,823	$ 4,533,809	$ 4,713,849	$ 4,961,035
Total assets	9,829,079	9,600,538	7,762,366	7,118,285	8,059,860
Long-term debt	1,927,823	1,761,203	1,276,138	1,223,985	1,223,337
Shareholders' equity	3,668,812	3,251,195	2,916,960	2,676,698	3,551,860

(a) Operating income and net income attributable to shareholders include restructuring, integration, and other charges of $37.8 million ($28.1 million net of related taxes or $.25 and $.24 per share on a basic and diluted basis, respectively) and a charge of $5.9 million ($3.6 million net of related taxes or $.03 per share on both a basic and diluted basis) related to the settlement of a legal matter. Net income attributable to shareholders also includes a gain on bargain purchase of $1.1 million ($.7 million net of related taxes or $.01 per share on both a basic and diluted basis), a loss on prepayment of debt of $.9 million ($.5 million net of related taxes), and a net reduction in the provision for income taxes of $28.9 million ($.25 per share on both a basic and diluted basis) principally due to a reversal of a valuation allowance on certain international deferred tax assets.

(b) Operating income and net income attributable to shareholders include restructuring, integration, and other charges of $33.5 million ($24.6 million net of related taxes or $.21 per share on both a basic and diluted basis). Net income attributable to shareholders also includes a loss on prepayment of debt of $1.6 million ($1.0 million net of related taxes or $.01 per share on both a basic and diluted basis), as well as a net reduction of the provision for income taxes of $9.4 million ($.08 per share on both a basic and diluted basis) and a reduction of interest expense of $3.8 million ($2.3 million net of related taxes or $.02 per share on both a basic and diluted basis) primarily related to the settlement of certain income tax matters covering multiple years.

(c) Operating income and net income attributable to shareholders include restructuring, integration, and other charges of $105.5 million ($75.7 million net of related taxes or $.63 per share on both a basic and diluted basis). Net income attributable to shareholders also includes a loss on prepayment of debt of $5.3 million ($3.2 million net of related taxes or $.03 per share on both a basic and diluted basis).

(d) Operating loss and net loss attributable to shareholders include a non-cash impairment charge associated with goodwill of $1.02 billion ($905.1 million net of related taxes or $7.49 per share on both a basic and diluted basis) and restructuring, integration, and other charges of $81.0 million ($61.9 million net of related taxes or $.51 per share on both a basic and diluted basis). Net loss attributable to shareholders also includes a loss of $10.0 million ($.08 per share on both a basic and diluted basis) on the write-down of an investment, as well as a reduction of the provision for income taxes of $8.5 million ($.07 per share on both a basic and diluted basis) and an increase in interest expense of $1.0 million ($1.0 million net of related taxes or $.01 per share on both a basic and diluted basis) primarily related to the settlement of certain international income tax matters covering multiple years.

(e) Operating income and net income attributable to shareholders include restructuring, integration, and other charges of $11.7 million ($7.0 million net of related taxes or $.06 per share on both a basic and diluted basis). Net income attributable to shareholders also includes an income tax benefit of $6.0 million, net, ($.05 per share on both a basic and diluted basis) principally due to a reduction in deferred income taxes as a result of the statutory tax rate change in Germany.

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.

Overview

The company is a global provider of products, services, and solutions to industrial and commercial users of electronic components and enterprise computing solutions. The company provides one of the broadest product offerings in the electronic components and enterprise computing solutions distribution industries and a wide range of value-added services to help customers reduce time to market, introduce innovative products through demand creation opportunities, lower their total cost of ownership, and enhance their overall competitiveness. The company has two business segments, the global components business segment and the global ECS business segment. The company distributes electronic components to OEMs and CMs through its global components business segment and provides enterprise computing solutions to VARs through its global ECS business segment. For 2011, approximately 69% of the company's sales were from the global components business segment, and approximately 31% of the company's sales were from the global ECS business segment.

The company's financial objectives are to grow sales faster than the market, increase the markets served, grow profits faster than sales, and increase return on invested capital. To achieve its objectives, the company seeks to capture significant opportunities to grow across products, markets, and geographies. To supplement its organic growth strategy, the company continually evaluates strategic acquisitions to broaden its product offerings, increase its market penetration, and/or expand its geographic reach. Cash flow needed to fund this growth is primarily expected to be generated through continuous corporate-wide initiatives to improve profitability and increase effective asset utilization.

On March 1, 2011, the company acquired all of the assets and operations of Richardson RFPD for a purchase price of $236.0 million. On January 3, 2011, the company acquired Nu Horizons for a purchase price of $161.1 million, which included cash acquired of $18.1 million and $26.4 million of debt paid at closing. On December 16, 2010, the company acquired all of the assets and operations of Intechra for a purchase price of $101.1 million, which included $.1 million of cash acquired. On September 8, 2010, the company acquired Shared for a purchase price of $252.8 million, which included $61.9 million of debt paid at closing. On June 1, 2010, the company acquired Converge for a purchase price of $138.4 million, which included cash acquired of $4.8 million and $27.5 million of debt paid at closing. On December 20, 2009, the company acquired Petsche for a purchase price of $174.1 million, which included $4.0 million of cash acquired.

During 2011 and 2010, the company also acquired Pansystem, Cross, InScope, LWP, C1S, Flection, Verical, Sphinx, Transim, ETG, and Diasa. The impacts of these acquisitions were not individually significant to the company's consolidated financial position and results of operations.

Results of operations of Richardson RFPD, Nu Horizons, Pansystem, C1S, Flection, Intechra, Converge, Verical, Transim, ETG, and Petsche are included within the company's global components business segment, and the results of operations of Shared, Cross, InScope, LWP, Sphinx, and Diasa are included within the company's global ECS business segment.

Consolidated sales for 2011 increased by 14.1%, compared with the year-earlier period, due to a 12.8% increase in the global components business segment sales and a 17.2% increase in the global ECS business segment sales. The translation of the company's international financial statements into U.S. dollars resulted in an increase in consolidated sales of $486.1 million for 2011, compared with the year-earlier period, due to a weaker U.S. dollar. Excluding the impact of foreign currency and pro forma for acquisitions, the company's consolidated sales increased by 2.0% in 2011.

Net income attributable to shareholders increased to $598.8 million in 2011, compared with net income attributable to shareholders of $479.6 million in the year-earlier period. The following items impacted the comparability of the company's results for the years ended December 31, 2011 and 2010:

- restructuring, integration, and other charges of $37.8 million ($28.1 million net of related taxes) in 2011 and $33.5 million ($24.6 million net of related taxes) in 2010;
- a charge of $5.9 million ($3.6 million net of related taxes) related to the settlement of a legal matter in 2011;
- a gain on bargain purchase of $1.1 million ($.7 million net of related taxes) in 2011;
- a loss on prepayment of debt of $.9 million ($.5 million net of related taxes) in 2011 and $1.6 million ($1.0 million net of related taxes) in 2010;
- a net reduction in the provision for income taxes of $28.9 million principally due to a reversal of a valuation allowance on certain international deferred tax assets in 2011; and
- a net reduction of the provision for income taxes of $9.4 million and a reduction in interest expense of $3.8 million ($2.3 million net of related taxes) primarily related to the settlement of certain income tax matters in 2010 covering multiple years.

Excluding the above-mentioned items, the increase in net income attributable to shareholders for 2011 was primarily the result of the sales increases in both the global components business segment and the global ECS business segment and increased gross profit margins. This was offset, in part, by increased selling, general and administrative expenses primarily attributable to acquisitions and the increase in sales, increased interest expense due to higher average debt outstanding primarily to fund acquisitions, and increased depreciation and amortization expense due primarily to increased acquisition activity.

Substantially all of the company's sales are made on an order-by-order basis, rather than through long-term sales contracts. As such, the nature of the company's business does not provide for the visibility of material forward-looking information from its customers and suppliers beyond a few months.

Sales

Following is an analysis of net sales (in millions) by reportable segment for the years ended December 31:

	2011	2010	% Change
Global components	$ 14,854	$ 13,169	12.8%
Global ECS	6,536	5,576	17.2%
Consolidated	$ 21,390	$ 18,745	14.1%

Consolidated sales for 2011 increased by $2.65 billion, or 14.1%, compared with the year-earlier period. The increase in 2011 was driven by an increase in global components business segment sales of $1.69 billion, or 12.8%, and an increase in global ECS business segment sales of $960.1 million, or 17.2%, compared with the year-earlier period. The translation of the company's international financial statements into U.S. dollars resulted in an increase in consolidated sales of $486.1 million in 2011, compared with the year-earlier period, due to a weaker U.S. dollar. Excluding the impact of foreign currency and pro forma for acquisitions, the company's consolidated sales increased by 2.0% in 2011.

The growth in the global components business segment for 2011 was primarily driven by increased demand for the company's products in the EMEA region and the Americas region, as well as the impact of acquisitions. Pro forma for acquisitions, the sales increase for 2011 in EMEA and the Americas was 15.5% and 3.0%, respectively, offset by a sales decrease in the Asia Pacific region of 10.0%. The decline in sales in Asia Pacific was primarily due to weakness in low-end mobile handset components offset, in part, by increased demand in the vertical markets led by lighting and transportation. Excluding the impact of foreign currency and pro forma for acquisitions, the company's global components business segment sales remained flat in 2011, compared with the year-earlier period.

In the global ECS business segment, the sales for 2011 increased due to higher demand for products in both North America and EMEA. The increase in sales for 2011 was due to growth in storage, software, services, industry standard servers, and proprietary servers. Excluding the impact of foreign currency and pro forma for acquisitions, the company's global ECS business segment sales increased by 6.9% for 2011.

Following is an analysis of net sales (in millions) by reportable segment for the years ended December 31:

	2010	2009	% Change
Global components	$ 13,169	$ 9,751	35.0%
Global ECS	5,576	4,933	13.0%
Consolidated	$ 18,745	$ 14,684	27.7%

Consolidated sales for 2010 increased by $4.06 billion, or 27.7%, compared with the year-earlier period. The increase was driven by an increase in global components business segment sales of $3.42 billion, or 35.0%, and an increase in global ECS business segment sales of $643.5 million, or 13.0%. The translation of the company's international financial statements into U.S. dollars resulted in a reduction in consolidated sales of $127.1 million for 2010, compared with the year-earlier period, due to a stronger U.S. dollar. Excluding the impact of foreign currency and pro forma for acquisitions, the company's consolidated sales increased by 24.7% in 2010.

In the global components business segment, sales for 2010 increased primarily as a result of strengthening in the world's economies and to average lead times for components extending beyond traditional levels during part of 2010. Average lead times exiting 2010 were near normal levels. The growth in the global components business segment for 2010 was primarily driven by the sales increase in EMEA of 42.9%, the sales increase in the Americas of 34.2%, the sales increase in the Asia Pacific region of 18.4%, and, to a

lesser extent, the impact of acquisitions. Excluding the impact of foreign currency and pro forma for acquisitions, the company's global components business segment sales increased by 30.9% in 2010.

In the global ECS business segment, sales for 2010 increased primarily due to higher demand for products. The increase in sales for 2010 was due to growth in storage, software, services, and industry standard servers, offset, in part, by declines principally in proprietary servers. Excluding the impact of foreign currency and pro forma for acquisitions, the company's global ECS business segment sales increased by 12.1% in 2010.

Gross Profit

The company recorded gross profit of $2.95 billion and $2.42 billion for 2011 and 2010, respectively. The increase in gross profit was primarily due to the aforementioned 14.1% increase in sales during 2011 and an increase in the gross profit margin of approximately 90 basis points, compared with the year-earlier period, primarily due to higher margins attributable to recent acquisitions, improved pricing, and a favorable mix towards higher profit margin products in both the global components and global ECS businesses. Excluding the impact of foreign currency and pro forma for acquisitions, gross profit margin increased approximately 20 basis points for 2011, compared with the year-earlier period.

The company recorded gross profit of $2.42 billion and $1.75 billion for 2010 and 2009, respectively. The increase in gross profit was primarily due to the aforementioned 27.7% increase in sales during 2010. The gross profit margin for 2010 increased by approximately 100 basis points, compared with the year-earlier period, due primarily to a lessening of pricing pressure in the global components business segment and a change in geographic mix, with the Americas and EMEA components businesses being a larger percentage of the company's consolidated sales for 2010 compared with the year-earlier period. The gross profit margin for the global ECS business segment was flat, compared with the year-earlier period. The gross profit margins of products sold in the global components business segment are typically higher than the gross profit margins of products in the global ECS business segment and the gross profit margins of the components sold in the Americas and EMEA tend to be higher than the gross profit margins of products in the Asia Pacific region. The financial impact of the lower gross profit margins in the global ECS business segment and the Asia Pacific region were offset, in part, by the lower operating costs and lower working capital requirements in these businesses relative to the company's other businesses.

Selling, General and Administrative Expenses and Depreciation and Amortization

Selling, general and administrative expenses increased $335.6 million, or 21.6%, in 2011, compared with 2010, on a sales increase of 14.1%. Selling, general and administrative expenses, as a percentage of sales, was 8.8% and 8.3% for 2011 and 2010, respectively. The increase in selling, general and administrative expenses in excess of the sales increase was driven by certain recent acquisitions which have a higher operating cost structure relative to the company's other businesses and was offset by higher profit margins for those businesses. For the year ended December 31, 2011, the dollar increase in selling, general and administrative expenses attributable to acquisitions was approximately $285 million.

Depreciation and amortization expense for 2011 increased by $26.1 million, or 33.8%, compared with the year-earlier period, primarily due to acquisitions.

Excluding the impact of foreign currency and pro forma for acquisitions, operating expenses (which include both selling, general and administrative expenses and depreciation and amortization expense) remained flat on a sales increase of 2.0% in 2011, as compared with 2010, due to the company's ability to efficiently manage operating costs.

Selling, general and administrative expenses increased $251.4 million, or 19.3%, in 2010, compared with 2009, on a sales increase of 27.7%. The dollar increase in selling, general and administrative expenses was primarily due to higher selling, general and administrative expenses to support the increased sales, the reinstatement of certain employee-related costs that were temporarily suspended during the global economic downturn, and higher selling, general and administrative expenses as a result of acquisitions. These increases were offset, in part, by the impact of a stronger U.S. dollar on the translation of the company's international financial statements for 2010 compared with the year-earlier period. Selling, general and administrative expenses, as a percentage of sales, was 8.3% and 8.9%, for 2010 and 2009, respectively. This decrease was primarily due to the company's continuing efforts to streamline and simplify processes and the company's ability to better leverage its existing cost structure to manage the increased level of sales relative to the year-earlier period.

Depreciation and amortization expense for 2010 increased by $10.3 million, or 15.4%, compared with the year-earlier period, primarily due to acquisitions.

Excluding the impact of foreign currency and pro forma for acquisitions, operating expenses increased 9.2% on a sales increase of 24.7% in 2010, as compared with 2009, due to the company's ability to efficiently manage operating costs.

Restructuring, Integration, and Other Charges

2011 Charges

In 2011, the company recorded restructuring, integration, and other charges of $37.8 million ($28.1 million net of related taxes or $.25 and $.24 per share on a basic and diluted basis, respectively). Included in the restructuring, integration, and other charges for 2011 is a restructuring charge of $23.8 million related to initiatives taken by the company to improve operating efficiencies, primarily due to the integration of recently acquired businesses. Also included in the restructuring, integration, and other charges for 2011 is a credit of $.7 million related to restructuring and integration actions taken in prior periods and acquisition-related expenses of $14.7 million.

The restructuring charge of $23.8 million in 2011 primarily includes personnel costs of $17.5 million and facilities costs of $5.4 million. The personnel costs are related to the elimination of approximately 280 positions within the global components business segment and approximately 240 positions within the global ECS business segment. The facilities costs are related to exit activities for 18 vacated facilities in the Americas and EMEA due to the company's continued efforts to streamline its operations and reduce real estate costs. These initiatives are due to the company's continued efforts to lower cost and drive operational efficiency.

2010 Charges

In 2010, the company recorded restructuring, integration, and other charges of $33.5 million ($24.6 million net of related taxes or $.21 per share on both a basic and diluted basis). Included in the restructuring, integration, and other charges for 2010 is a restructuring charge of $21.6 million related to initiatives taken by the company to improve operating efficiencies. Also included in the restructuring, integration, and other charges for 2010 is a credit of $.6 million related to restructuring and integration actions taken in prior periods and acquisition-related expenses of $12.4 million.

The restructuring charge of $21.6 million in 2010 primarily includes personnel costs of $14.7 million and facilities costs of $2.3 million. The personnel costs are related to the elimination of approximately 180 positions within the global ECS business segment and approximately 100 positions within the global components business segment. The facilities costs are related to exit activities for 7 vacated facilities in the Americas and EMEA due to the company's continued efforts to streamline its operations and reduce real estate costs. These initiatives are due to the company's continued efforts to lower cost and drive operational efficiency.

2009 Charges

In 2009, the company recorded restructuring, integration, and other charges of $105.5 million ($75.7 million net of related taxes or $.63 per share on both a basic and diluted basis). Included in the restructuring, integration, and other charges for 2009 is a restructuring charge of $100.3 million related to initiatives taken by the company to improve operating efficiencies. Also included in the restructuring, integration, and other charges for 2009 are charges of $1.4 million related to restructuring and integration actions taken in prior periods and acquisition-related expenses of $3.9 million.

The restructuring charge of $100.3 million in 2009 primarily includes personnel costs of $90.9 million and facilities costs of $8.0 million. The personnel costs are related to the elimination of approximately 1,605 positions within the global components business segment and approximately 320 positions within the global ECS business segment. The facilities costs are related to exit activities for 28 vacated facilities worldwide due to the company's continued efforts to streamline its operations and reduce real estate costs. These initiatives are due to the company's continued efforts to lower cost and drive operational efficiency.

As of December 31, 2011, the company does not anticipate there will be any material adjustments relating to the aforementioned restructuring plans. Refer to Note 9, "Restructuring, Integration, and Other Charges," of the Notes to the Consolidated Financial Statements for further discussion of the company's restructuring and integration activities.

Settlement of Legal Matter

During 2011, the company recorded a charge of $5.9 million ($3.6 million net of related taxes or $.03 per share on both a basic and diluted basis) in connection with the settlement of a legal matter, inclusive of related legal costs. This matter related to a customer dispute that originated in 1997. The company had successfully defended itself in a trial, but the verdict was subsequently overturned, in part, by an appellate court and remanded for a new trial. The company ultimately decided to settle this matter to avoid further legal expense and the burden on management's time that such a trial would entail.

Operating Income

The company recorded operating income of $908.8 million, or 4.2% of sales, in 2011 compared with operating income of $750.8 million, or 4.0% of sales, in 2010. Included in operating income for 2011 and 2010 were the previously discussed restructuring, integration, and other charges of $37.8 million and $33.5 million, respectively. Also included in operating income for 2011 was the previously discussed charge of $5.9 million related to the settlement of a legal matter.

The company recorded operating income of $750.8 million, or 4.0% of sales, in 2010 compared with operating income of $272.8 million, or 1.9% of sales, in 2009. Included in operating income for 2010 and 2009 were the previously discussed restructuring, integration, and other charges of $33.5 million and $105.5 million, respectively.

Gain on Bargain Purchase

During 2011, the company acquired Nu Horizons for less than the fair value of its net assets due to Nu Horizons' stock trading below its book value for an extended period of time prior to the announcement of the acquisition. The company offered a purchase price per share for Nu Horizons that was above the prevailing stock price thereby representing a premium to the shareholders. The acquisition of Nu Horizons by Arrow was approved by Nu Horizons' shareholders. The excess of the fair value of the net assets acquired over the purchase price paid of $1.1 million ($.7 million net of related taxes or $.01 per share on both a basic and diluted basis) was recognized as a gain on bargain purchase.

Loss on Prepayment of Debt

During the fourth quarter of 2011, the company recorded a loss on prepayment of debt of $.9 million ($.5 million net of related taxes), related to the repurchase of $17.9 million principal amount of its 6.875% senior notes due in 2013.

During 2010, the company recorded a loss on prepayment of debt of $1.6 million ($1.0 million net of related taxes or $.01 per share on both a basic and diluted basis), related to a property the company sold and was required to pay the related collateralized debt with a face amount of $9.0 million. The loss on prepayment of debt was offset by a gain on the sale of this property of $1.7 million, which is included in restructuring, integration, and other charges in 2010.

During 2009, the company recorded a loss on prepayment of debt of $5.3 million ($3.2 million net of related taxes or $.03 per share on both a basic and diluted basis), related to the repurchase of $130.5 million principal amount of its 9.15% senior notes due in 2010. The loss on prepayment of debt includes the premium paid and write-off of the related deferred financing costs, offset by the gain for terminating the related interest rate swaps.

Interest and Other Financing Expense, Net

Net interest and other financing expense increased by 38.4% in 2011 to $106.0 million, compared with $76.6 million in 2010, due to higher average debt outstanding primarily to fund acquisitions.

Net interest and other financing expense decreased by 8.1% in 2010 to $76.6 million, compared with $83.3 million in 2009, primarily due to lower interest rates on the company's variable rate debt and a reduction in interest expense of $3.8 million ($2.3 million net of related taxes or $.02 per share on both a basic and diluted basis) primarily related to the settlement of certain income tax matters (discussed in "Income Taxes" below).

Income Taxes

The company recorded a provision for income taxes of $210.5 million (an effective tax rate of 26.0%) for 2011. In the fourth quarter of 2011, the company recorded a net reduction in the provision for income taxes of $28.9 million ($.25 per share on both a basic and diluted basis) principally due to a reversal of a valuation allowance on certain international deferred tax assets as a result of a realignment of the company's international business operations. The company's provision and effective tax rate for 2011 were impacted by the previously discussed reversal of a valuation allowance on certain deferred tax assets, restructuring, integration, and other charges, charge related to the settlement of a legal matter, a loss on prepayment of debt, and a gain on bargain purchase. Excluding the impact of the above-mentioned items, the company's effective tax rate was 29.5% for 2011.

The company recorded a provision for income taxes of $199.4 million (an effective tax rate of 29.4%) for 2010. During 2010, the company recorded a net reduction of the provision of $9.4 million ($.08 per share on both a basic and diluted basis) primarily related to the settlement of certain tax matters covering multiple tax years. The company's provision and effective tax rate for 2010 were impacted by the previously discussed settlement of certain income tax matters, restructuring, integration, and other charges, and a loss on prepayment of debt. Excluding the impact of the above-mentioned items, the company's effective tax rate was 30.5% for 2010.

The company recorded a provision for income taxes of $65.4 million (an effective tax rate of 34.6%) for 2009. The company's provision and effective tax rate for 2009 were impacted by the previously discussed restructuring, integration, and other charges and a loss on prepayment of debt. Excluding the impact of the above-mentioned items, the company's effective tax rate was 32.5% for 2009.

The company's provision for income taxes and effective tax rate are impacted by, among other factors, the statutory tax rates in the countries in which it operates and the related level of income generated by these operations.

Net Income Attributable to Shareholders

The company recorded net income attributable to shareholders of $598.8 million in 2011 compared with net income attributable to shareholders of $479.6 million in the year-earlier period. Included in net income attributable to shareholders for 2011 were the previously discussed restructuring, integration, and other charges of $28.1 million, a charge of $3.6 million related to the settlement of a legal matter, a gain on bargain purchase of $.7 million, a loss on prepayment of debt of $.5 million, and a net reduction of the provision for income taxes of $28.9 million principally due to a reversal of a valuation allowance on certain international deferred tax assets. Included in net income attributable to shareholders for 2010 were the previously discussed restructuring, integration, and other charges of $24.6 million, and a loss on prepayment of debt of $1.0 million, as well as a net reduction of the provision for income taxes of $9.4 million and a reduction of interest expense, net of related taxes, of $2.3 million primarily related to the settlement of certain income tax matters covering multiple years. Excluding the above-mentioned items, the increase in net income attributable to shareholders for 2011 was primarily the result of the sales increases in both the global components business segment and the global ECS business segment and increased gross profit margins. This was offset, in part, by increased selling, general and administrative expenses primarily attributable to acquisitions and the increase in sales, increased interest expense due to higher average debt outstanding primarily to fund acquisitions, and increased depreciation and amortization expense due primarily to increased acquisition activity.

The company recorded net income attributable to shareholders of $479.6 million for 2010, compared with net income attributable to shareholders of $123.5 million in the year-earlier period. Included in net income attributable to shareholders for 2010 were the previously discussed restructuring, integration, and other charges of $24.6 million, and a loss on prepayment of debt of $1.0 million, as well as a net reduction of the provision for income taxes of $9.4 million and a reduction of interest expense, net of related taxes, of $2.3 million primarily related to the settlement of certain income tax matters covering multiple years. Included in net income attributable to shareholders for 2009 were the previously discussed restructuring, integration, and other charges of $75.7 million and a loss on prepayment of debt of $3.2 million. Excluding the above-mentioned items, the increase in net income attributable to shareholders was primarily the result of the sales increases in both the global components business segment and the global ECS business segment, increased gross profit margins, reduced selling, general and administrative expenses as a percentage of sales due to the company's continuing efforts to streamline and simplify processes, and a lower effective income tax rate. This was offset, in part, by increased depreciation and amortization expense due primarily to increased acquisition activity.

Liquidity and Capital Resources

At December 31, 2011 and 2010, the company had cash and cash equivalents of $396.9 million and $926.3 million, respectively, of which $361.5 million and $592.2 million, respectively, were held outside the United States. Liquidity is affected by many factors, some of which are based on normal ongoing operations of the company's business and some of which arise from fluctuations related to global economics and markets. Cash balances are generated and held in many locations throughout the world. It is the company's current intent to permanently reinvest these funds outside the United States, and its current plans do not demonstrate a need to repatriate them to fund its United States operations. If these funds were to be needed for the company's operations in the United States, it would be required to record and pay significant United States income taxes to repatriate these funds. Additionally, local government regulations may restrict the company's ability to move cash balances to meet cash needs under certain circumstances. The company currently does not expect such regulations and restrictions to impact its ability to make acquisitions or to pay vendors and conduct operations throughout the global organization.

During 2011, the net amount of cash provided by the company's operating activities was $120.9 million, the net amount of cash used for investing activities was $646.5 million, and the net amount of cash used for financing activities was $13.9 million. The effect of exchange rate changes on cash was an increase of $10.1 million.

During 2010, the net amount of cash provided by the company's operating activities was $220.8 million, the net amount of cash used for investing activities was $682.4 million, and the net amount of cash provided by financing activities was $270.9 million. The effect of exchange rate changes on cash was a decrease of $20.0 million.

During 2009, the net amount of cash provided by the company's operating activities was $849.9 million, the net amount of cash used for investing activities was $290.7 million, and the net amount of cash provided by financing activities was $113.7 million. The effect of exchange rate changes on cash was an increase of $12.9 million.

Cash Flows from Operating Activities

The company maintains a significant investment in accounts receivable and inventories. As a percentage of total assets, accounts receivable and inventories were approximately 65.6% at December 31, 2011 and were approximately 62.6% at December 31, 2010.

The net amount of cash provided by the company's operating activities during 2011 was $120.9 million and was primarily due to earnings from operations, adjusted for non-cash items, offset, in part, by an increase in net working capital to support an increase in sales.

The net amount of cash provided by the company's operating activities during 2010 was $220.8 million and was primarily due to earnings from operations, adjusted for non-cash items, offset, in part, by an increase in net working capital to support an increase in sales.

The net amount of cash provided by the company's operating activities during 2009 was $849.9 million and was primarily due to earnings from operations, adjusted for non-cash items, and a decrease in net working capital due to a decline in sales.

Working capital, as a percentage of sales, was 14.9%, 12.6%, and 12.1% in 2011, 2010, and 2009, respectively.

Cash Flows from Investing Activities

The net amount of cash used for investing activities during 2011 was $646.5 million, primarily reflecting $532.6 million of cash consideration paid for acquired businesses and $113.9 million for capital expenditures. Included in capital expenditures for 2011 is $63.7 million related to the company's global enterprise resource planning ("ERP") initiative.

During 2011, the company acquired Richardson RFPD, a leading value-added global component distributor and provider of engineered solutions serving the global radio frequency and wireless communications market; Nu Horizons, a leading global distributor of advanced technology semiconductor, display, illumination, and power solutions; Pansystem, a distributor of high-performance wire, cable, and interconnect products serving the aerospace and defense market in Italy; Cross, a North American service provider of converged and internet protocol technologies and unified communications; InScope, a provider of managed services, enterprise storage management, IT virtualization, disaster recovery, data center migration and consolidation, and cloud computing services; LWP, a value-added distributor of computing solutions and services in Germany; C1S, a supplier of electronic components to design engineers throughout Japan; and Flection, a provider of EAD services in Europe for aggregate cash consideration of $532.6 million.

The net amount of cash used for investing activities during 2010 was $682.4 million, primarily reflecting $587.1 million of cash consideration paid for acquired businesses and $112.3 million for capital expenditures, offset, in part, by proceeds from the sale of properties of $17.0 million. Included in capital expenditures for 2010 is $58.0 million related to the company's global ERP initiative.

During 2010, the company acquired Intechra, which provides fully customized EAD services to many Fortune 1000 customers throughout the world; Shared, a leading North American unified communications and managed services provider; Converge, a global provider of reverse logistics services; Verical, an ecommerce business geared towards meeting the end-of-life components and parts shortage needs of customers; Sphinx, a United Kingdom-based value-added distributor of security and networking products; Transim, a service provider of online component design and engineering solutions for technology manufacturers; ETG, a solid-state lighting distributor and value-added service provider; and Diasa, a leading European value-added distributor of servers, storage, software, and networking products in Spain and Portugal, for aggregate cash consideration of $584.0 million. In addition the company made a payment of $3.1 million to increase its ownership interest in a majority-owned subsidiary.

The net amount of cash used for investing activities during 2009 was $290.7 million, primarily reflecting $170.1 million of cash consideration paid for acquired businesses and $121.5 million for capital expenditures, offset, in part, by proceeds from the sale of properties of $1.2 million. Included in capital expenditures for 2009 is $82.3 million related to the company's global ERP initiative.

During 2009, the company acquired Petsche, a leading provider of interconnect products, including specialty wire, cable, and harness management solutions, to the aerospace and defense markets for cash consideration of $170.1 million.

The company has initiated a global ERP effort to standardize processes worldwide and adopt best-in-class capabilities. Implementation is expected to be phased-in over the next several years. For 2012, the estimated cash flow impact of this initiative is expected to be in the $50 to $60 million range with the impact decreasing by approximately $20 million in 2013. The company expects to finance these costs with cash flows from operations.

Cash Flows from Financing Activities

The net amount of cash used for financing activities during 2011 was $13.9 million. The primary sources of cash from financing activities were $354.0 million of proceeds from long-term bank borrowings, $46.7 million of proceeds from the exercise of stock options, and $8.0 million related to excess tax benefits from stock-based compensation arrangements. The primary use of cash for financing activities included a $200.0 million repayment of bank term loan, $197.0 million of repurchases of common stock, $19.3 million of repurchases of 6.875% senior notes, and a $6.2 million decrease in short-term and other borrowings.

During the fourth quarter of 2011, the company repurchased $17.9 million principal amount of its 6.875% senior notes due in 2013. The related loss on the repurchase aggregated $.9 million ($.5 million net of related taxes) and was recognized as a loss on prepayment of debt.

The net amount of cash provided by financing activities during 2010 was $270.9 million. The primary sources of cash from financing activities were $494.3 million of net proceeds from a note offering, $9.8 million increase in short-term and other borrowings, $8.1 million of proceeds from the exercise of stock options, and $1.9 million related to excess tax benefits from stock-based compensation arrangements. The primary use of cash for financing activities included $173.7 million of repurchases of common stock and a $69.5 million repayment of the company's 9.15% senior notes.

During 2010, the company completed the sale of $250.0 million principal amount of 3.375% notes due in 2015 and $250.0 million principal amount of 5.125% notes due in 2021. The net proceeds of the offering of $494.3 million were used for general corporate purposes.

The net amount of cash provided by financing activities during 2009 was $113.7 million. The primary sources of cash from financing activities were $297.4 million of net proceeds from a note offering and $4.2 million of proceeds from the exercise of stock options. The primary use of cash for financing activities for 2009 included $135.7 million of repurchases of senior notes, a $48.1 million decrease in short-term borrowings, $2.5 million of repurchases of common stock, and a $1.7 million shortfall in tax benefits from stock-based compensation arrangements.

During 2009, the company repurchased $130.5 million principal amount of its 9.15% senior notes due in 2010. The related loss on the repurchase, including the premium paid and write-off of the deferred financing costs, offset by the gain for terminating a portion of the interest rate swaps aggregated $5.3 million ($3.2 million net of related taxes or $.03 per share on both a basic and diluted basis) and was recognized as a loss on prepayment of debt. During 2010, the company repaid the remaining $69.5 million principal amount of its 9.15% senior notes upon maturity.

During 2009, the company completed the sale of $300.0 million principal amount of 6.00% notes due in 2020. The net proceeds of the offering of $297.4 million were used to repay a portion of the previously discussed 9.15% senior notes due in 2010 and for general corporate purposes.

In August 2011, the company entered into a $1.20 billion revolving credit facility, maturing in August 2016. This new facility may be used by the company for general corporate purposes including working capital in the ordinary course of business, letters of credit, repayment, prepayment or purchase of long-term indebtedness and acquisitions, and as support for the company's commercial paper program, as applicable. This agreement replaces the company's $800.0 million revolving credit facility which was scheduled to expire in January 2012. The company also had a $200.0 million term loan which was due in January 2012. The company repaid the term loan in full in August 2011. Interest on borrowings under the revolving credit facility is calculated using a base rate or a euro currency rate plus a spread based on the company's credit ratings (1.275% at December 31, 2011). The facility fee related to the revolving credit facility is .225%. At December 31, 2011, the company had $74.0 million in outstanding borrowings under the revolving credit facility. There were no outstanding borrowings under the revolving credit facility at December 31, 2010. During the years ended December 31, 2011 and 2010, the average daily balance outstanding under the revolving credit facility was $287.9 million and $119.4 million, respectively.

The company has an asset securitization program collateralized by accounts receivable of certain of its United States subsidiaries. In December 2011, the company renewed its asset securitization program and, among other things, increased its size from $600.0 million to $775.0 million and extended its term to a three-year commitment maturing in December 2014. Interest on borrowings is calculated using a base rate or a commercial paper rate plus a spread, which is based on the company's credit ratings (.40% at December 31, 2011). The facility fee is .40%. At December 31, 2011, the company had $280.0 million in outstanding borrowings under the asset securitization program. There were no outstanding borrowings under the asset securitization program at December 31, 2010. During the years ended December 31, 2011 and 2010, the average daily balance outstanding under the asset securitization program was $369.8 million and $66.8 million, respectively.

Both the revolving credit facility and asset securitization program include terms and conditions that limit the incurrence of additional borrowings, limit the company's ability to pay cash dividends or repurchase stock, and require that certain financial ratios be maintained at designated levels. The company was in compliance with all covenants as of December 31, 2011 and is currently not aware of any events that would cause non-compliance with any covenants in the future.

In the normal course of business certain of the company’s subsidiaries have agreements to sell, without recourse, selected trade receivables to financial institutions. The company does not retain financial or legal interests in these receivables, and accordingly they are accounted for as sales of the related receivables and the receivables are removed from the company’s consolidated balance sheets. Financing costs related to these transactions were not material and are included in “Interest and other financing expense, net” in the company’s consolidated statements of operations.

The company filed a shelf registration statement with the SEC in September 2009 registering debt securities, preferred stock, common stock, and warrants of Arrow Electronics, Inc. that may be issued by the company from time to time. As set forth in the shelf registration statement, the net proceeds from the sale of the offered securities may be used by the company for general corporate purposes, including repayment of borrowings, working capital, capital expenditures, acquisitions and stock repurchases, or for such other purposes as may be specified in the applicable prospectus supplement.

Management believes that the company's current cash availability, its current borrowing capacity under its revolving credit facility and asset securitization program, its expected ability to generate future operating cash flows, and the company's access to capital markets are sufficient to meet its projected cash flow needs for the foreseeable future. The company continually evaluates its liquidity requirements and would seek to amend its existing borrowing capacity or access the financial markets as deemed necessary.

Contractual Obligations

Payments due under contractual obligations at December 31, 2011 is as follows (in thousands):

	Within 1 Year	1-3 Years	4-5 Years	After 5 Years	Total
Debt	$ 33,417	$ 647,339	$ 334,535	$ 945,752	$ 1,961,043
Interest on long-term debt	96,758	158,525	127,954	281,990	665,227
Capital leases	426	174	19	4	623
Operating leases	61,749	82,494	38,690	26,555	209,488
Purchase obligations (a)	2,372,162	27,002	2,594	—	2,401,758
Other (b)	15,093	16,520	11,260	4,225	47,098
	$ 2,579,605	$ 932,054	$ 515,052	$ 1,258,526	$ 5,285,237

(a) Amounts represent an estimate of non-cancelable inventory purchase orders and other contractual obligations related to information technology and facilities as of December 31, 2011. Most of the company's inventory purchases are pursuant to authorized distributor agreements, which are typically cancelable by either party at any time or on short notice, usually within a few months.

(b) Includes estimates of contributions required to meet the requirements of several defined benefit plans. Amounts are subject to change based upon the performance of plan assets, as well as the discount rate used to determine the obligation. The company does not anticipate having to make required contributions to the plans beyond 2018. Also included are amounts relating to personnel, facilities, and certain other costs resulting from restructuring and integration activities.

Under the terms of various joint venture agreements, the company is required to pay its pro-rata share of the third party debt of the joint ventures in the event that the joint ventures are unable to meet their obligations. At December 31, 2011, the company's pro-rata share of this debt was approximately $7.7 million. The company believes there is sufficient equity in the joint ventures to meet their obligations.

At December 31, 2011, the company had a liability for unrecognized tax benefits and a liability for the payment of related interest totaling $76.9 million, of which approximately $8.0 million is expected to be paid within one year. For the remaining liability, due to the uncertainties related to these tax matters, the company is unable to make a reasonably reliable estimate when cash settlement with a taxing authority will occur.

Share-Repurchase Program

In July 2011, the company's Board of Directors approved the repurchase of up to $100 million of the company's common stock through a share-repurchase program. In October 2011, the company's Board of Directors approved an additional repurchase of up to $150 million of the company's common stock. As of December 31, 2011, the company repurchased 3,245,502 shares under these programs with a market value of $99.7 million at the dates of repurchase.

Off-Balance Sheet Arrangements

The company has no off-balance sheet financing or unconsolidated special purpose entities.

Critical Accounting Policies and Estimates

The company's consolidated financial statements are prepared in accordance with accounting principles generally accepted in the United States. The preparation of these financial statements requires the company to make significant estimates and judgments that affect the reported amounts of assets, liabilities, revenues, and expenses and related disclosure of contingent assets and liabilities. The company evaluates its estimates on an ongoing basis. The company bases its estimates on historical experience and on various other assumptions that are believed reasonable under the circumstances; the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

The company believes the following critical accounting policies involve the more significant judgments and estimates used in the preparation of its consolidated financial statements:

Revenue Recognition

The company recognizes revenue when there is persuasive evidence of an arrangement, delivery has occurred or services are rendered, the sales price is determinable, and collectibility is reasonably assured. Revenue typically is recognized at time of shipment. Sales are recorded net of discounts, rebates, and returns, which historically have not been material.

A portion of the company's business involves shipments directly from its suppliers to its customers. In these transactions, the company is responsible for negotiating price both with the supplier and customer, payment to the supplier, establishing payment terms with the customer, product returns, and has risk of loss if the customer does not make payment. As the principal with the customer, the company recognizes the sale and cost of sale of the product upon receiving notification from the supplier that the product was shipped.

The company has certain business with select customers and suppliers that is accounted for on an agency basis (that is, the company recognizes the fees associated with serving as an agent in sales with no associated cost of sales) in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 605-45-45. Generally, these transactions

relate to the sale of supplier service contracts to customers where the company has no future obligation to perform under these contracts or the rendering of logistics services for the delivery of inventory for which the company does not assume the risks and rewards of ownership.

Effective January 1, 2011, the company adopted FASB Accounting Standards Update No. 2009-13, "Multiple-Deliverable Revenue Arrangements" ("ASU No. 2009-13") and Accounting Standards Update No. 2009-14, "Certain Revenue Arrangements That Include Software Elements" ("ASU No. 2009-14"). ASU No. 2009-13 amends guidance included within ASC Topic 605-25 to require an entity to use an estimated selling price when vendor specific objective evidence or acceptable third party evidence does not exist for any products or services included in a multiple element arrangement. The arrangement consideration should be allocated among the products and services based upon their relative selling prices, thus eliminating the use of the residual method of allocation. ASU No. 2009-13 also requires expanded qualitative and quantitative disclosures regarding significant judgments made and changes in applying this guidance. ASU No. 2009-14 amends guidance included within ASC Topic 985-605 to exclude tangible products containing software components and non-software components that function together to deliver the product's essential functionality. Entities that sell joint hardware and software products that meet this scope exception will be required to follow the guidance of ASU No. 2009-13. The adoption of the provisions of ASU No. 2009-13 and ASU No. 2009-14 did not materially impact the company's consolidated financial position or results of operations.

Accounts Receivable

The company maintains allowances for doubtful accounts for estimated losses resulting from the inability of its customers to make required payments. The allowances for doubtful accounts are determined using a combination of factors, including the length of time the receivables are outstanding, the current business environment, and historical experience.

Inventories

Inventories are stated at the lower of cost or market. Write-downs of inventories to market value are based upon contractual provisions governing price protection, stock rotation, and obsolescence, as well as assumptions about future demand and market conditions. If assumptions about future demand change and/or actual market conditions are less favorable than those projected by the company, additional write-downs of inventories may be required. Due to the large number of transactions and the complexity of managing the process around price protections and stock rotations, estimates are made regarding adjustments to the book cost of inventories. Actual amounts could be different from those estimated.

Investments

The company accounts for available-for-sale investments at fair value, using quoted market prices, and the related holding gains and losses are included in "Other" in the shareholders' equity section in the company's consolidated balance sheets. The company assesses its long-term investments accounted for as available-for-sale on a quarterly basis to determine whether declines in market value below cost are other-than-temporary. When the decline is determined to be other-than-temporary, the cost basis for the individual security is reduced and a loss is realized in the company's consolidated statement of operations in the period in which it occurs. The company makes such determination based upon the quoted market price, financial condition, operating results of the investee, and the company's intent and ability to retain the investment over a period of time, which is sufficient to allow for any recovery in market value. In addition, the company assesses the following factors:

- broad economic factors impacting the investee's industry;
- publicly available forecasts for sales and earnings growth for the industry and investee; and
- the cyclical nature of the investee's industry.

The company could incur an impairment charge in future periods if, among other factors, the investee's future earnings differ from currently available forecasts.

Income Taxes

The carrying value of the company's deferred tax assets is dependent upon the company's ability to generate sufficient future taxable income in certain tax jurisdictions. Should the company determine that it is more likely than not that some portion or all of its deferred tax assets will not be realized, a valuation allowance to the deferred tax assets would be established in the period such determination was made.

It is the company's policy to provide for uncertain tax positions and the related interest and penalties based upon management's assessment of whether a tax benefit is more likely than not to be sustained upon examination by tax authorities. At December 31, 2011, the company believes it has appropriately accounted for any unrecognized tax benefits. To the extent the company prevails in matters for which a liability for an unrecognized tax benefit is established or is required to pay amounts in excess of the liability, the company's effective tax rate in a given financial statement period may be affected.

Financial Instruments

The company uses various financial instruments, including derivative financial instruments, for purposes other than trading. Derivatives used as part of the company's risk management strategy are designated at inception as hedges and measured for effectiveness both at inception and on an ongoing basis.

The company enters into interest rate swap transactions that convert certain fixed-rate debt to variable-rate debt or variable-rate debt to fixed-rate debt in order to manage its targeted mix of fixed- and floating-rate debt. The effective portion of the change in the fair value of interest rate swaps designated as fair value hedges is recorded as a change to the carrying value of the related hedged debt, and the effective portion of the change in fair value of interest rate swaps designated as cash flow hedges is recorded in the shareholders' equity section in the company's consolidated balance sheets in "Other." The ineffective portion of the interest rate swaps, if any, is recorded in "Interest and other financing expense, net" in the company's consolidated statements of operations.

The company occasionally enters into cross-currency swaps to hedge a portion of its net investment in euro-denominated net assets. The company's cross-currency swaps are derivatives designated as net investment hedges. The effective portion of the change in the fair value of derivatives designated as net investment hedges is recorded in "Foreign currency translation adjustment" included in the company's consolidated balance sheets and any ineffective portion is recorded in "Interest and other financing expense, net" in the company's consolidated statements of operations. The company uses the hypothetical derivative method to assess the effectiveness of its net investment hedge on a quarterly basis.

Contingencies and Litigation

The company is subject to proceedings, lawsuits, and other claims related to environmental, regulatory, labor, product, tax, and other matters and assesses the likelihood of an adverse judgment or outcome for these matters, as well as the range of potential losses. A determination of the reserves required, if any, is made after careful analysis. The reserves may change in the future due to new developments impacting the probability of a loss, the estimate of such loss, and the probability of recovery of such loss from third parties.

Restructuring and Integration

The company recorded charges in connection with restructuring its businesses and the integration of acquired businesses. These items primarily include employee separation costs and estimates related to the consolidation of facilities (net of sub-lease income), contractual obligations, and the impairment of certain assets. Actual amounts could be different from those estimated.

Stock-Based Compensation

The company records share-based payment awards exchanged for employee services at fair value on the date of grant and expenses the awards in the consolidated statements of operations over the requisite employee service period. Stock-based compensation expense includes an estimate for forfeitures and is generally recognized over the vesting period of the award on a straight-line basis. Stock-based compensation expense related to awards with a market or performance condition is generally recognized over the vesting period of the award utilizing the graded vesting method. The fair value of stock options is determined using the Black-Scholes valuation model and the assumptions shown in Note 12 of the Notes to the Consolidated Financial Statements. The assumptions used in calculating the fair value of share-based payment awards represent management's best estimates. The company's estimates may be impacted by certain variables including, but not limited to, stock price volatility, employee stock option exercise behaviors, additional stock option grants, estimates of forfeitures, the company's performance, and related tax impacts.

Employee Benefit Plans

The costs and obligations of the company's defined benefit pension plans are dependent on actuarial assumptions. The two critical assumptions used, which impact the net periodic pension cost (income) and the benefit obligation, are the discount rate and expected return on plan assets. The discount rate represents the market rate for a high-quality corporate bond, and the expected return on plan assets is based on current and expected asset allocations, historical trends, and expected returns on plan assets. These key assumptions are evaluated annually. Changes in these assumptions can result in different expense and liability amounts.

Costs in Excess of Net Assets of Companies Acquired

Goodwill represents the excess of the cost of an acquisition over the fair value of the assets acquired. The company tests goodwill for impairment annually as of the first day of the fourth quarter, and when an event occurs or circumstances change such that it is more likely than not that an impairment may exist, such as (i) a significant adverse change in legal factors or in business climate, (ii) an adverse action or assessment by a regulator, (iii) unanticipated competition, (iv) a loss of key personnel, (v) a more-likely-than-not sale or disposal of all or a significant portion of a reporting unit, (vi) the testing for recoverability of a significant asset group within a reporting unit, or (vii) the recognition of a goodwill impairment loss of a subsidiary that is a component of the reporting unit. In addition, goodwill is required to be tested for impairment after a portion of the goodwill is allocated to a business targeted for disposal.

Goodwill is reviewed for impairment utilizing a two-step process. The first step of the impairment test requires the identification of the reporting units and comparison of the fair value of each of these reporting units to the respective carrying value. The company's reporting units are defined as each of the three regional businesses within the global components business segment, which are the Americas, EMEA, and Asia/Pacific and each of the two regional businesses within the global ECS business segment, which are North America and EMEA. If the carrying value of the reporting unit is less than its fair value, no impairment exists and the second step is not performed. If the carrying value of the reporting unit is higher than its fair value, the second step must be performed to compute the amount of the goodwill impairment, if any. In the second step, the impairment is computed by comparing the implied fair value of the reporting unit goodwill with the carrying amount of that goodwill. If the carrying amount of the reporting unit goodwill exceeds the implied fair value of that goodwill, an impairment loss is recognized for the excess.

The company generally estimates the fair value of a reporting unit using a three-year weighted average multiple of earnings before interest and taxes from comparable companies, which utilizes a look-back approach. The assumptions utilized in the evaluation of the impairment of goodwill under this approach include the identification of reporting units and the selection of comparable companies, which are critical accounting estimates subject to change. Additionally, the company supplements its multiple of earnings look-back approach with a forward-looking discounted cash flow methodology. The assumptions included in the discounted cash flow methodology included forecasted revenues, gross profit margins, operating income margins, working capital cash flow, perpetual growth rates, and long-term discount rates, among others, all of which require significant judgments by management. The company also reconciles its discounted cash flow analysis to its current market capitalization allowing for a reasonable control premium. As of the first day of the fourth quarters of 2011, 2010, and 2009, the company's annual impairment testing did not indicate impairment at any of the company's reporting units.

A decline in general economic conditions or global equity valuations could impact the judgments and assumptions about the fair value of the company's businesses, and the company could be required to record an impairment charge in the future, which could impact the company's consolidated balance sheet, as well as the company's consolidated statement of operations. If the company was required to recognize an impairment charge in the future, the charge would not impact the company's consolidated cash flows, current liquidity, capital resources, and covenants under its existing revolving credit facility, asset securitization program, and other outstanding borrowings.

As of December 31, 2011, the company has $1.47 billion of goodwill, of which approximately $764.0 million was allocated to the Americas reporting unit within the global components business segment and $557.2 million and $152.1 million was allocated to the North America and EMEA reporting units within the global ECS business segment, respectively. As of the date of the company's latest impairment test, the fair value of the Americas reporting unit within the global components business segment and the fair value of the North America and EMEA reporting units within the global ECS business segment exceeded their carrying values by approximately 56%, 174%, and 206%, respectively.

Impairment of Long-Lived Assets

The company reviews long-lived assets, including property, plant and equipment and identifiable intangible assets, for impairment whenever changes in circumstances or events may indicate that the carrying amounts are not recoverable. The company also tests indefinite-lived intangible assets, consisting of acquired trade names, for impairment at least annually as of the first day of the fourth quarter. If the fair value is less than the carrying amount of the asset, a loss is recognized for the difference.

Factors which may cause an impairment of long-lived assets include significant changes in the manner of use of these assets, negative industry or market trends, a significant underperformance relative to historical or projected future operating results, or a likely sale or disposal of the asset before the end of its estimated useful life. If any of these factors exist, the company is required to test the long-lived asset for recoverability and may be required to recognize an impairment charge for all or a portion of the asset's carrying value.

During 2009, the company recorded an impairment charge of $2.1 million in connection with the write-down of the carrying values of a building and related land to their estimated fair values less cost to sell as a result of an approved plan to market and sell these assets. The sale was completed in the first quarter of 2010. Such impairment charge was reflected in restructuring, integration, and other charges in the company's consolidated statement of operations.

Shipping and Handling Costs

Shipping and handling costs are reported as either a component of cost of sales or selling, general and administrative expenses. The company reports shipping and handling costs, primarily related to outbound freight, in the consolidated statements of operations as a component of selling, general and administrative expenses. If the company included such costs in cost of sales, gross profit margin as a percentage of sales for 2011 would decrease 40 basis points from 13.8% to 13.4% with a corresponding decrease in selling, general and administrative expenses and no impact on reported earnings.

Impact of Recently Issued Accounting Standards

In May 2011, the FASB issued Accounting Standards Update No. 2011-04, "Amendments to Achieve Common Fair Value Measurement and Disclosure Requirements in U.S. GAAP and IFRSs" ("ASU No. 2011-04"), which amends current guidance to result in common fair value measurement and disclosures between accounting principles generally accepted in the United States and International Financial Reporting Standards. The amendments explain how to measure fair value. They do not require additional fair value measurements and are not intended to establish valuations standards or affect valuation practices outside of financial reporting. ASU No. 2011-04 clarifies the application of certain existing fair value measurement guidance and expands the disclosures for fair value measurements that are estimated using significant unobservable inputs (Level 3 inputs, as defined in Note 7 of the Notes to the Consolidated Financial Statements). The amendments in ASU No. 2011-04 are effective for interim and annual periods beginning after December 15, 2011. The company does not believe that the adoption of the provisions of ASU No. 2011-04 will have a material impact on the company's consolidated financial position or results of operations.

In June 2011, the FASB issued Accounting Standards Update No. 2011-05, "Presentation of Comprehensive Income" ("ASU No. 2011-05"), which improves the comparability, consistency, and transparency of financial reporting and increases the prominence of items reported in other comprehensive income ("OCI") by eliminating the option to present components of OCI as part of the statement of changes in stockholders' equity. The amendments in this standard require that all nonowner changes in stockholders' equity be presented either in a single continuous statement of comprehensive income or in two separate but consecutive statements. Subsequently in December 2011, the FASB issued Accounting Standards Update No. 2011-12, "Deferral of the Effective Date for Amendments to the Presentation of Reclassifications of Items Out of Accumulated Other Comprehensive Income" ("ASU No. 2011-12"), which indefinitely defers the requirement in ASU No. 2011-05 to present on the face of the financial statements reclassification adjustments for items that are reclassified from OCI to net income in the statement(s) where the components of net income and the components of OCI are presented. The amendments in these standards do not change the items that must be reported in OCI, when an item of OCI must be reclassified to net income, or change the option for an entity to present components of OCI gross or net of the effect of income taxes. The amendments in ASU No. 2011-05 and ASU No. 2011-12 are effective for interim and annual periods beginning after December 15, 2011 and are to be applied retrospectively. The adoption of the provisions of ASU No. 2011-05 and ASU No. 2011-12 will not have a material impact on the company's consolidated financial position or results of operations.

In September 2011, the FASB issued Accounting Standards Update No. 2011-08, "Testing Goodwill for Impairment" ("ASU No. 2011-08"), which allows entities to use a qualitative approach to test goodwill for impairment. ASU No. 2011-08 permits an entity to first perform a qualitative assessment to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying value. If it is concluded that this is the case, it is necessary to perform the currently prescribed two-step goodwill impairment test. Otherwise, the two-step goodwill impairment test is not required. ASU No. 2011-08 is effective for annual and interim goodwill impairment tests performed for fiscal years beginning after December 15, 2011. The adoption of the provisions of ASU No. 2011-08 will not have a material impact on the company's consolidated financial position or results of operations.

Information Relating to Forward-Looking Statements

This report includes forward-looking statements that are subject to numerous assumptions, risks, and uncertainties, which could cause actual results or facts to differ materially from such statements for a variety of reasons, including, but not limited to: industry conditions, the company's implementation of its new enterprise resource planning system, changes in product supply, pricing and customer demand, competition, other vagaries in the global components and global ECS markets, changes in relationships with key suppliers, increased profit margin pressure, the effects of additional actions taken to become more efficient or lower costs, and the company’s ability to generate additional cash flow. Forward-looking statements are those statements, which are not

statements of historical fact. These forward-looking statements can be identified by forward-looking words such as "expects," "anticipates," "intends," "plans," "may," "will," "believes," "seeks," "estimates," and similar expressions. Shareholders and other readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date on which they are made. The company undertakes no obligation to update publicly or revise any of the forward-looking statements.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk.

The company is exposed to market risk from changes in foreign currency exchange rates and interest rates.

Foreign Currency Exchange Rate Risk

The company, as a large global organization, faces exposure to adverse movements in foreign currency exchange rates. These exposures may change over time as business practices evolve and could materially impact the company's financial results in the future. The company's primary exposure relates to transactions in which the currency collected from customers is different from the currency utilized to purchase the product sold in Europe, the Asia Pacific region, Canada, and Latin America. The company's policy is to hedge substantially all such currency exposures for which natural hedges do not exist. Natural hedges exist when purchases and sales within a specific country are both denominated in the same currency and, therefore, no exposure exists to hedge with foreign exchange forward, option, or swap contracts (collectively, the "foreign exchange contracts"). In many regions in Asia, for example, sales and purchases are primarily denominated in U.S. dollars, resulting in a "natural hedge." Natural hedges exist in most countries in which the company operates, although the percentage of natural offsets, as compared with offsets that need to be hedged by foreign exchange contracts, will vary from country to country. The company does not enter into foreign exchange contracts for trading purposes. The risk of loss on a foreign exchange contract is the risk of nonperformance by the counterparties, which the company minimizes by limiting its counterparties to major financial institutions. The fair values of the foreign exchange contracts, which are nominal, are estimated using market quotes. The notional amount of the foreign exchange contracts at December 31, 2011 and 2010 was $332.9 million and $297.9 million, respectively.

The translation of the financial statements of the non-United States operations is impacted by fluctuations in foreign currency exchange rates. The change in consolidated sales and operating income was impacted by the translation of the company's international financial statements into U.S. dollars. This resulted in increased sales and operating income of $486.1 million and $17.3 million, respectively, for 2011, compared with the year-earlier period, based on 2010 sales and operating income at the average rate for 2011. Sales and operating income would decrease by approximately $689.9 million and $31.0 million, respectively, if average foreign exchange rates had declined by 10% against the U.S. dollar in 2011. These amounts were determined by considering the impact of a hypothetical foreign exchange rate on the sales and operating income of the company's international operations.

Interest Rate Risk

The company's interest expense, in part, is sensitive to the general level of interest rates in North America, Europe, and the Asia Pacific region. The company historically has managed its exposure to interest rate risk through the proportion of fixed-rate and floating-rate debt in its total debt portfolio. Additionally, the company utilizes interest rate swaps in order to manage its targeted mix of fixed- and floating-rate debt.

At December 31, 2011, approximately 80% of the company's debt was subject to fixed rates, and 20% of its debt was subject to floating rates. A one percentage point change in average interest rates would not materially impact net interest and other financing expense in 2011. This was determined by considering the impact of a hypothetical interest rate on the company's average floating rate on investments and outstanding debt. This analysis does not consider the effect of the level of overall economic activity that could exist. In the event of a change in the level of economic activity, which may adversely impact interest rates, the company could likely take actions to further mitigate any potential negative exposure to the change. However, due to the uncertainty of the specific actions that might be taken and their possible effects, the sensitivity analysis assumes no changes in the company's financial structure.

In June 2004 and November 2009, the company entered into interest rate swaps, with an aggregate notional amount of $275.0 million. The swaps modified the company's interest rate exposure by effectively converting a portion of the fixed 6.875% senior notes to a floating rate, based on the six-month U.S. dollar LIBOR plus a spread (an effective rate of 4.37% at December 31, 2010), through its maturity. The swaps were classified as fair value hedges and had a fair value of $14.8 million at December 31, 2010. In September 2011, these interest rate swap agreements were terminated for proceeds of $12.2 million, net of accrued interest. The proceeds of the swap terminations, less accrued interest, were reflected as a premium to the underlying debt and will be amortized as a reduction to interest expense over the remaining term of the underlying debt.

In December 2010, the company entered into interest rate swaps, with an aggregate notional amount of $250.0 million. The swaps modified the company's interest rate exposure by effectively converting the fixed 3.375% notes to a floating rate, based on the three-month U.S. dollar LIBOR plus a spread (an effective rate of approximately 1.38% at December 31, 2010), through its maturity. The swaps are classified as fair value hedges and had a negative fair value of $.7 million at December 31, 2010. In September 2011, these interest rate swap agreements were terminated for proceeds of $11.9 million, net of accrued interest. The

proceeds of the swap terminations, less accrued interest, were reflected as a premium to the underlying debt and will be amortized as a reduction to interest expense over the remaining term of the underlying debt.

In September 2011, the company entered into a ten-year forward-starting interest rate swap (the "2011 swap") locking in a treasury rate of 2.63% with an aggregate notional amount of $175.0 million. This swap manages the risk associated with changes in treasury rates and the impact of future interest payments. The 2011 swap relates to the interest payments for anticipated debt issuances. Such anticipated debt issuances are expected to replace the outstanding debt maturing in July 2013. The 2011 swap is classified as a cash flow hedge and had a negative fair value of $3.0 million at December 31, 2011.

Item 8. Financial Statements and Supplementary Data.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Shareholders
Arrow Electronics, Inc.

We have audited the accompanying consolidated balance sheets of Arrow Electronics, Inc. (the "company") as of December 31, 2011 and 2010 and the related consolidated statements of operations, equity, and cash flows for each of the three years in the period ended December 31, 2011. Our audits also included the financial statement schedule listed in the Index at Item 15(a). These financial statements and the schedule are the responsibility of the company's management. Our responsibility is to express an opinion on these financial statements and schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Arrow Electronics, Inc. at December 31, 2011 and 2010, and the consolidated results of its operations and its cash flows for each of the three years in the period ended December 31, 2011 in conformity with U.S. generally accepted accounting principles. Also, in our opinion, the related financial statement schedule, when considered in relation to the basic financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), Arrow Electronics, Inc.'s internal control over financial reporting as of December 31, 2011, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 1, 2012 expressed an unqualified opinion thereon.

/s/ ERNST & YOUNG LLP

New York, New York
February 1, 2012

ARROW ELECTRONICS, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
(In thousands except per share data)

	Years Ended December 31,		
	2011	2010	2009
Sales	$ 21,390,264	$ 18,744,676	$ 14,684,101
Costs and expenses:			
Cost of sales	18,441,661	16,326,069	12,933,207
Selling, general and administrative expenses	1,892,592	1,556,986	1,305,566
Depreciation and amortization	103,482	77,352	67,027
Restructuring, integration, and other charges	37,811	33,494	105,514
Settlement of legal matter	5,875	—	—
	20,481,421	17,993,901	14,411,314
Operating income	908,843	750,775	272,787
Equity in earnings of affiliated companies	6,736	6,369	4,731
Gain on bargain purchase	1,088	—	—
Loss on prepayment of debt	895	1,570	5,312
Interest and other financing expense, net	105,971	76,571	83,285
Income before income taxes	809,801	679,003	188,921
Provision for income taxes	210,485	199,378	65,416
Consolidated net income	599,316	479,625	123,505
Noncontrolling interests	506	(5)	(7)
Net income attributable to shareholders	$ 598,810	$ 479,630	$ 123,512
Net income per share:			
Basic	$ 5.25	$ 4.06	$ 1.03
Diluted	$ 5.17	$ 4.01	$ 1.03
Average number of shares outstanding:			
Basic	114,025	117,997	119,800
Diluted	115,932	119,577	120,489

See accompanying notes.

ARROW ELECTRONICS, INC.
CONSOLIDATED BALANCE SHEETS
(In thousands except par value)

	December 31,	
	2011	**2010**
ASSETS		
Current assets:		
Cash and cash equivalents	$ 396,887	$ 926,321
Accounts receivable, net	4,482,117	4,102,870
Inventories	1,963,910	1,908,953
Other current assets	181,677	147,690
Total current assets	7,024,591	7,085,834
Property, plant and equipment, at cost:		
Land	23,790	24,213
Buildings and improvements	147,215	136,732
Machinery and equipment	934,558	863,773
	1,105,563	1,024,718
Less: Accumulated depreciation and amortization	(549,334)	(519,178)
Property, plant and equipment, net	556,229	505,540
Investments in affiliated companies	60,579	59,455
Intangible assets, net	392,763	310,847
Cost in excess of net assets of companies acquired	1,473,333	1,336,351
Other assets	321,584	302,511
Total assets	$ 9,829,079	$ 9,600,538
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	$ 3,264,088	$ 3,644,988
Accrued expenses	660,996	637,045
Short-term borrowings, including current portion of long-term debt	33,843	61,210
Total current liabilities	3,958,927	4,343,243
Long-term debt	1,927,823	1,761,203
Other liabilities	267,069	244,897
Equity:		
Shareholders' equity:		
Common stock, par value $1:		
Authorized - 160,000 shares in 2011 and 2010		
Issued - 125,382 and 125,337 shares in 2011 and 2010, respectively	125,382	125,337
Capital in excess of par value	1,076,275	1,063,461
Treasury stock (13,568 and 10,690 shares in 2011 and 2010, respectively), at cost	(434,959)	(318,494)
Retained earnings	2,772,957	2,174,147
Foreign currency translation adjustment	158,550	207,914
Other	(29,393)	(1,170)
Total shareholders' equity	3,668,812	3,251,195
Noncontrolling interests	6,448	—
Total equity	3,675,260	3,251,195

Total liabilities and equity	$ 9,829,079	$ 9,600,538

See accompanying notes.

ARROW ELECTRONICS, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

	Years Ended December 31,		
	2011	2010	2009
Cash flows from operating activities:			
Consolidated net income	$ 599,316	$ 479,625	$ 123,505
Adjustments to reconcile consolidated net income to net cash provided by operations:			
Depreciation and amortization	103,482	77,352	67,027
Amortization of stock-based compensation	39,225	34,613	33,017
Equity in earnings of affiliated companies	(6,736)	(6,369)	(4,731)
Deferred income taxes	(11,377)	17,133	19,313
Restructuring, integration, and other charges	28,054	24,605	75,720
Settlement of legal matter	3,609	—	—
Non-cash impact of tax matters	—	(11,716)	—
Excess tax benefits from stock-based compensation arrangements	(7,956)	(1,922)	1,731
Other	700	3,302	5,541
Change in assets and liabilities, net of effects of acquired businesses:			
Accounts receivable	(193,492)	(805,637)	2,302
Inventories	105,150	(497,294)	286,626
Accounts payable	(465,603)	799,142	304,295
Accrued expenses	(74,236)	88,675	(92,587)
Other assets and liabilities	747	19,263	28,096
Net cash provided by operating activities	120,883	220,772	849,855
Cash flows from investing activities:			
Cash consideration paid for acquired businesses	(532,568)	(587,087)	(170,064)
Acquisition of property, plant and equipment	(113,941)	(112,254)	(121,516)
Proceeds from sale of properties	—	16,971	1,153
Other	—	—	(272)
Net cash used for investing activities	(646,509)	(682,370)	(290,699)
Cash flows from financing activities:			
Change in short-term and other borrowings	(6,172)	9,775	(48,144)
Proceeds from long-term bank borrowings, net	354,000	—	—
Repayment of bank term loan	(200,000)	—	—
Net proceeds from note offering	—	494,325	297,430
Repurchase/repayment of senior notes	(19,324)	(69,545)	(135,658)
Proceeds from exercise of stock options	46,665	8,057	4,234
Excess tax benefits from stock-based compensation arrangements	7,956	1,922	(1,731)
Repurchases of common stock	(197,044)	(173,650)	(2,478)
Net cash provided by (used for) financing activities	(13,919)	270,884	113,653
Effect of exchange rate changes on cash	10,111	(19,972)	12,926
Net increase (decrease) in cash and cash equivalents	(529,434)	(210,686)	685,735
Cash and cash equivalents at beginning of year	926,321	1,137,007	451,272
Cash and cash equivalents at end of year	$ 396,887	$ 926,321	$ 1,137,007

See accompanying notes.

ARROW ELECTRONICS, INC.
CONSOLIDATED STATEMENTS OF EQUITY
(In thousands)

	Common Stock at Par Value	Capital in Excess of Par Value	Treasury Stock	Retained Earnings	Foreign Currency Translation Adjustment	Other Comprehensive Income (Loss)	Noncontrolling Interests	Total
Balance at December 31, 2008	$125,048	$1,035,302	$(190,273)	$1,571,005	$ 172,528	$ (36,912)	$ 352	$2,677,050
Consolidated net income (loss)	—	—	—	123,512	—	—	(7)	123,505
Translation adjustments	—	—	—	—	56,491	—	(8)	56,483
Unrealized gain on investment securities, net	—	—	—	—	—	22,844	—	22,844
Unrealized gain on interest rate swaps designated as cash flow hedges, net	—	—	—	—	—	1,132	—	1,132
Other employee benefit plan items, net	—	—	—	—	—	3,521	—	3,521
Comprehensive income								207,485
Amortization of stock-based compensation	—	33,017	—	—	—	—	—	33,017
Shares issued for stock-based compensation awards	239	(9,604)	13,599	—	—	—	—	4,234
Tax benefits related to stock-based compensation awards	—	(2,011)	—	—	—	—	—	(2,011)
Repurchases of common stock	—	—	(2,478)	—	—	—	—	(2,478)
Balance at December 31, 2009	125,287	1,056,704	(179,152)	1,694,517	229,019	(9,415)	337	2,917,297
Consolidated net income (loss)	—	—	—	479,630	—	—	(5)	479,625
Translation adjustments	—	—	—	—	(21,105)	—	(5)	(21,110)
Unrealized gain on investment securities, net	—	—	—	—	—	5,501	—	5,501
Other employee benefit plan items, net	—	—	—	—	—	2,744	—	2,744
Comprehensive income								466,760
Amortization of stock-based compensation	—	34,613	—	—	—	—	—	34,613
Shares issued for stock-based compensation awards	50	(26,301)	34,308	—	—	—	—	8,057
Tax benefits related to stock-based compensation awards	—	1,178	—	—	—	—	—	1,178
Repurchases of common stock	—	—	(173,650)	—	—	—	—	(173,650)

Purchase of subsidiary shares from noncontrolling interest	—	(2,733)	—	—	—	—	(327)	(3,060)
Balance at December 31, 2010	$125,337	$1,063,461	$(318,494)	$2,174,147	$ 207,914	$ (1,170)	$ —	$3,251,195

ARROW ELECTRONICS, INC.
CONSOLIDATED STATEMENTS OF EQUITY (continued)
(In thousands)

	Common Stock at Par Value	Capital in Excess of Par Value	Treasury Stock	Retained Earnings	Foreign Currency Translation Adjustment	Other Comprehensive Income (Loss)	Noncontro Interest
Balance at December 31, 2010	$ 125,337	$ 1,063,461	$(318,494)	$2,174,147	$ 207,914	$ (1,170)	$
Consolidated net income	—	—	—	598,810	—	—	5
Translation adjustments	—	—	—	—	(49,364)	—	(
Unrealized loss on investment securities, net	—	—	—	—	—	(11,886)	
Unrealized gain on interest rate swaps designated as cash flow hedges, net	—	—	—	—	—	(1,855)	
Other employee benefit plan items, net	—	—	—	—	—	(14,482)	
Comprehensive income							
Amortization of stock-based compensation	—	39,225	—	—	—	—	
Shares issued for stock-based compensation awards	45	(33,959)	80,579	—	—	—	
Tax benefits related to stock-based compensation awards	—	7,548	—	—	—	—	
Repurchases of common stock	—	—	(197,044)	—	—	—	
Acquisition of noncontrolling interests	—	—	—	—	—	—	5,9
Balance at December 31, 2011	$ 125,382	$ 1,076,275	$(434,959)	$2,772,957	$ 158,550	$ (29,393)	$ 6,4

See accompanying notes.

1. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of the company and its majority-owned subsidiaries. All significant intercompany transactions are eliminated.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires the company to make significant estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash equivalents consist of highly liquid investments, which are readily convertible into cash, with original maturities of three months or less.

Inventories

Inventories are stated at the lower of cost or market. Cost approximates the first-in, first-out method. Substantially all inventories represent finished goods held for sale.

Property, Plant and Equipment

Property, plant and equipment are stated at cost. Depreciation is computed on the straight-line method over the estimated useful lives of the assets. The estimated useful lives for depreciation of buildings is generally 20 to 30 years, and the estimated useful lives of machinery and equipment is generally three to ten years. Leasehold improvements are amortized over the shorter of the term of the related lease or the life of the improvement. Long-lived assets are reviewed for impairment whenever changes in circumstances or events may indicate that the carrying amounts are not recoverable. If the fair value is less than the carrying amount of the asset, a loss is recognized for the difference.

Software Development Costs

The company capitalizes certain internal and external costs incurred to acquire or create internal-use software. Capitalized software costs are amortized on a straight-line basis over the estimated useful life of the software, which is generally three to seven years.

Identifiable Intangible Assets

Amortization of definite-lived intangible assets is computed on the straight-line method over the estimated useful lives of the assets, while indefinite-lived intangible assets are not amortized. Identifiable intangible assets are reviewed for impairment whenever changes in circumstances or events may indicate that the carrying amounts are not recoverable. The company also tests indefinite-lived intangible assets, consisting of acquired trade names, for impairment at least annually as of the first day of the fourth quarter. If the fair value is less than the carrying amount of the asset, a loss is recognized for the difference.

Investments

Investments are accounted for using the equity method if the investment provides the company the ability to exercise significant influence, but not control, over an investee. Significant influence is generally deemed to exist if the company has an ownership interest in the voting stock of the investee between 20% and 50%, although other factors, such as representation on the investee's Board of Directors, are considered in determining whether the equity method is appropriate. The company records its investments in equity method investees meeting these characteristics as "Investments in affiliated companies" in the company's consolidated balance sheets.

All other equity investments, which consist of investments for which the company does not possess the ability to exercise significant influence, are accounted for under the cost method, if privately held, or as available-for-sale, if publicly traded, and are included in "Other assets" in the company's consolidated balance sheets. Under the cost method of accounting, investments are carried at cost and are adjusted only for other-than-temporary declines in realizable value and additional investments. The company accounts for available-for-sale investments at fair value, using quoted market prices, and the related holding gains and losses are included in "Other" in the shareholders' equity section in the company's consolidated balance sheets. The company assesses its long-term investments accounted for as available-for-sale on a quarterly basis to determine whether declines in market value below cost are other-than-temporary. When the decline is determined to be other-than-temporary, the cost basis for the individual security is reduced and a loss is realized in the company's consolidated statement of operations in the period in which it occurs. The company makes such determination based upon the quoted market price, financial condition, operating results of the investee, and the company's intent and ability to retain the investment over a period of time, which is sufficient to allow for any recovery in market value. In addition, the company assesses the following factors:

- broad economic factors impacting the investee's industry;
- publicly available forecasts for sales and earnings growth for the industry and investee; and
- the cyclical nature of the investee's industry.

The company could incur an impairment charge in future periods if, among other factors, the investee's future earnings differ from currently available forecasts.

Cost in Excess of Net Assets of Companies Acquired

Goodwill represents the excess of the cost of an acquisition over the fair value of the assets acquired. The company tests goodwill for impairment annually as of the first day of the fourth quarter, and when an event occurs or circumstances change such that it is more likely than not that an impairment may exist, such as (i) a significant adverse change in legal factors or in business climate, (ii) an adverse action or assessment by a regulator, (iii) unanticipated competition, (iv) a loss of key personnel, (v) a more-likely-than-not sale or disposal of all or a significant portion of a reporting unit, (vi) the testing for recoverability of a significant asset group within a reporting unit, or (vii) the recognition of a goodwill impairment loss of a subsidiary that is a component of the reporting unit. In addition, goodwill is required to be tested for impairment after a portion of the goodwill is allocated to a business targeted for disposal.

Goodwill is reviewed for impairment utilizing a two-step process. The first step of the impairment test requires the identification of the reporting units and comparison of the fair value of each of these reporting units to the respective carrying value. The company's reporting units are defined as each of the three regional businesses within the global components business segment, which are the Americas, EMEA (Europe, Middle East, and Africa), and Asia/Pacific and each of the two regional businesses within the global Enterprise Computing Solutions ("ECS") business segment, which are North America and EMEA. If the carrying value of the reporting unit is less than its fair value, no impairment exists and the second step is not performed. If the carrying value of the reporting unit is higher than its fair value, the second step must be performed to compute the amount of the goodwill impairment, if any. In the second step, the impairment is computed by comparing the implied fair value of the reporting unit goodwill with the carrying amount of that goodwill. If the carrying amount of the reporting unit goodwill exceeds the implied fair value of that goodwill, an impairment loss is recognized for the excess.

The company generally estimates the fair value of a reporting unit using a three-year weighted average multiple of earnings before interest and taxes from comparable companies, which utilizes a look-back approach. The assumptions utilized in the evaluation of the impairment of goodwill under this approach include the identification of reporting units and the selection of comparable companies, which are critical accounting estimates subject to change. Additionally, the company supplements its multiple of earnings look-back approach with a forward-looking discounted cash flow methodology. The assumptions included in the discounted cash flow methodology included forecasted revenues, gross profit margins, operating income margins, working capital cash flow, perpetual growth rates, and long-term discount rates, among others, all of which require significant judgments by management. The company also reconciles its discounted cash flow analysis to its current market capitalization allowing for a reasonable control premium.

Foreign Currency Translation

The assets and liabilities of international operations are translated at the exchange rates in effect at the balance sheet date, with the related translation gains or losses reported as a separate component of shareholders' equity in the company's consolidated balance sheets. The results of international operations are translated at the monthly average exchange rates.

Income Taxes

Income taxes are accounted for under the liability method. Deferred income taxes reflect the tax consequences on future years of differences between the tax bases of assets and liabilities and their financial reporting amounts. The carrying value of the company's deferred tax assets is dependent upon the company's ability to generate sufficient future taxable income in certain tax jurisdictions. Should the company determine that it is more likely than not that some portion or all of its deferred tax assets will not be realized, a valuation allowance to the deferred tax assets would be established in the period such determination was made.

It is the company's policy to provide for uncertain tax positions and the related interest and penalties based upon management's assessment of whether a tax benefit is more likely than not to be sustained upon examination by tax authorities. At December 31, 2011, the company believes it has appropriately accounted for any unrecognized tax benefits. To the extent the company prevails in matters for which a liability for an unrecognized tax benefit is established or is required to pay amounts in excess of the liability, the company's effective tax rate in a given financial statement period may be affected.

Net Income Per Share

Basic net income per share is computed by dividing net income attributable to shareholders by the weighted average number of common shares outstanding for the period. Diluted net income per share reflects the potential dilution that would occur if securities or other contracts to issue common stock were exercised or converted into common stock.

Comprehensive Income

Comprehensive income consists of consolidated net income, foreign currency translation adjustments, unrealized gains or losses on investment securities and interest rate swaps designated as cash flow hedges, in addition to other employee benefit plan items. Unrealized gains or losses on investment securities are net of any reclassification adjustments for realized gains or losses included in consolidated net income. Foreign currency translation adjustments included in comprehensive income were not tax effected as investments in international affiliates are deemed to be permanent. All other comprehensive income items are net of related income taxes.

Stock-Based Compensation

The company records share-based payment awards exchanged for employee services at fair value on the date of grant and expenses the awards in the consolidated statements of operations over the requisite employee service period. Stock-based compensation expense includes an estimate for forfeitures and is generally recognized over the vesting period of the award on a straight-line basis. Stock-based compensation expense related to awards with a market or performance condition is generally recognized over the vesting period of the award utilizing the graded vesting method. The company recorded, as a component of selling, general and administrative expenses, amortization of stock-based compensation of $39,225, $34,613, and $33,017 in 2011, 2010, and 2009, respectively.

Segment Reporting

Operating segments are defined as components of an enterprise for which separate financial information is available that is evaluated regularly by the chief operating decision maker in deciding how to allocate resources and in assessing performance. The company's operations are classified into two reportable business segments: global components and global ECS.

Revenue Recognition

The company recognizes revenue when there is persuasive evidence of an arrangement, delivery has occurred or services are rendered, the sales price is determinable, and collectibility is reasonably assured. Revenue typically is recognized at time of shipment. Sales are recorded net of discounts, rebates, and returns, which historically have not been material.

A portion of the company's business involves shipments directly from its suppliers to its customers. In these transactions, the company is responsible for negotiating price both with the supplier and customer, payment to the supplier, establishing payment terms with the customer, product returns, and has risk of loss if the customer does not make payment. As the principal with the customer, the company recognizes the sale and cost of sale of the product upon receiving notification from the supplier that the product was shipped.

The company has certain business with select customers and suppliers that is accounted for on an agency basis (that is, the company recognizes the fees associated with serving as an agent in sales with no associated cost of sales) in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 605-45-45. Generally, these transactions relate to the sale of supplier service contracts to customers where the company has no future obligation to perform under these contracts or the rendering of logistics services for the delivery of inventory for which the company does not assume the risks and rewards of ownership.

Effective January 1, 2011, the company adopted FASB Accounting Standards Update No. 2009-13, "Multiple-Deliverable Revenue Arrangements" ("ASU No. 2009-13") and Accounting Standards Update No. 2009-14, "Certain Revenue Arrangements That Include Software Elements" ("ASU No. 2009-14"). ASU No. 2009-13 amends guidance included within ASC Topic 605-25 to require an entity to use an estimated selling price when vendor specific objective evidence or acceptable third party evidence does not exist for any products or services included in a multiple element arrangement. The arrangement consideration should be allocated among the products and services based upon their relative selling prices, thus eliminating the use of the residual method of allocation. ASU No. 2009-13 also requires expanded qualitative and quantitative disclosures regarding significant judgments made and changes in applying this guidance. ASU No. 2009-14 amends guidance included within ASC Topic 985-605 to exclude tangible products containing software components and non-software components that function together to deliver the product's essential functionality. Entities that sell joint hardware and software products that meet this scope exception will be required to follow the guidance of ASU No. 2009-13. The adoption of the provisions of ASU No. 2009-13 and ASU No. 2009-14 did not materially impact the company's consolidated financial position or results of operations.

Shipping and Handling Costs

Shipping and handling costs included in selling, general and administrative expenses totaled $78,666, $61,423, and $54,006 in 2011, 2010, and 2009, respectively.

Impact of Recently Issued Accounting Standards

In May 2011, the FASB issued Accounting Standards Update No. 2011-04, "Amendments to Achieve Common Fair Value Measurement and Disclosure Requirements in U.S. GAAP and IFRSs" ("ASU No. 2011-04"), which amends current guidance to result in common fair value measurement and disclosures between accounting principles generally accepted in the United States and International Financial Reporting Standards. The amendments explain how to measure fair value. They do not require additional fair value measurements and are not intended to establish valuations standards or affect valuation practices outside of financial reporting. ASU No. 2011-04 clarifies the application of certain existing fair value measurement guidance and expands the disclosures for fair value measurements that are estimated using significant unobservable inputs (Level 3 inputs, as defined in Note 7). The amendments in ASU No. 2011-04 are effective for interim and annual periods beginning after December 15, 2011. The company does not believe that the adoption of the provisions of ASU No. 2011-04 will have a material impact on the company's consolidated financial position or results of operations.

In June 2011, the FASB issued Accounting Standards Update No. 2011-05, "Presentation of Comprehensive Income" ("ASU No. 2011-05"), which improves the comparability, consistency, and transparency of financial reporting and increases the prominence of items reported in other comprehensive income ("OCI") by eliminating the option to present components of OCI as part of the statement of changes in stockholders' equity. The amendments in this standard require that all nonowner changes in stockholders' equity be presented either in a single continuous statement of comprehensive income or in two separate but consecutive statements. Subsequently in December 2011, the FASB issued Accounting Standards Update No. 2011-12, "Deferral of the Effective Date for Amendments to the Presentation of Reclassifications of Items Out of Accumulated Other Comprehensive Income" ("ASU No. 2011-12"), which indefinitely defers the requirement in ASU No. 2011-05 to present on the face of the financial statements reclassification adjustments for items that are reclassified from OCI to net income in the statement(s) where the components of net income and the components of OCI are presented. The amendments in these standards do not change the items that must be reported in OCI, when an item of OCI must be reclassified to net income, or change the option for an entity to present components

of OCI gross or net of the effect of income taxes. The amendments in ASU No. 2011-05 and ASU No. 2011-12 are effective for interim and annual periods beginning after December 15, 2011 and are to be applied retrospectively. The adoption of the provisions of ASU No. 2011-05 and ASU No. 2011-12 will not have a material impact on the company's consolidated financial position or results of operations.

In September 2011, the FASB issued Accounting Standards Update No. 2011-08, "Testing Goodwill for Impairment" ("ASU No. 2011-08"), which allows entities to use a qualitative approach to test goodwill for impairment. ASU No. 2011-08 permits an entity to first perform a qualitative assessment to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying value. If it is concluded that this is the case, it is necessary to perform the currently prescribed two-step goodwill impairment test. Otherwise, the two-step goodwill impairment test is not required. ASU No. 2011-08 is effective for annual and interim goodwill impairment tests performed for fiscal years beginning after December 15, 2011. The adoption of the provisions of ASU No. 2011-08 will not have a material impact on the company's consolidated financial position or results of operations.

Reclassification

Certain prior year amounts were reclassified to conform to the current year presentation.

2. Acquisitions

The company accounts for acquisitions using the acquisition method of accounting. The results of operations of acquisitions are included in the company's consolidated results from their respective dates of acquisition. The company allocates the purchase price of each acquisition to the tangible assets, liabilities, and identifiable intangible assets acquired based on their estimated fair values. The fair values assigned to identifiable intangible assets acquired were determined primarily by using an income approach which was based on assumptions and estimates made by management. The excess of the purchase price over the fair value of the identified assets and liabilities has been recorded as goodwill. Any change in the estimated fair value of the net assets prior to the finalization of the allocation for acquisitions could change the amount of the purchase price allocable to goodwill. The company is not aware of any information that indicates the final purchase price allocations will differ materially from the preliminary estimates.

2012 Acquisitions

Effective January 1, 2012, the company acquired all the assets and operations of the distribution business of Seed International Ltd., a value-added distributor of embedded products in China and on January 18, 2012, the company announced an agreement to acquire TechTurn, Ltd. ("TechTurn"), a leading provider of electronics asset disposition services that specializes in the processing and sale of technology devices that are returned or recycled from businesses and consumers. TechTurn is subject to customary regulatory approvals and is expected to be completed in the first quarter of 2012. These acquisitions are not expected to have a material impact on the company's consolidated financial position or results of operations.

2011 Acquisitions

On March 1, 2011, the company acquired all of the assets and operations of the RF, Wireless and Power Division ("RFPD") of Richardson Electronics, Ltd. ("Richardson") for a purchase price of $235,973. Richardson RFPD is a leading value-added global component distributor and provider of engineered solutions serving the global radio frequency and wireless communications market, with approximately 400 employees. Richardson RFPD's product set includes devices for infrastructure and wireless networks, power management and alternative energy markets.

On January 3, 2011, the company acquired Nu Horizons Electronics Corp. ("Nu Horizons") for a purchase price of $161,125, which included cash acquired of $18,085 and $26,375 of debt paid at closing. Nu Horizons is a leading global distributor of advanced technology semiconductor, display, illumination, and power solutions to a wide variety of commercial original equipment manufacturers and electronic manufacturing services providers in the components business. Nu Horizons has sales facilities and logistics centers throughout the world, serving a wide variety of end markets including industrial, military, networking, and data communications, and has over 700 employees globally.

The fair value of the net assets acquired, including identifiable intangible assets, relating to the Nu Horizons acquisition was approximately $162,213, which exceeds the purchase price discussed above of $161,125. Accordingly, the company recognized

the excess of the fair value of the net assets acquired over purchase price paid of $1,088 ($668 net of related taxes or $.01 per share on both a basic and diluted basis) as a gain on bargain purchase. Prior to recognizing the gain, the company reassessed the fair value of the assets acquired and liabilities assumed in the acquisition. The company believes it was able to acquire Nu Horizons for less than the fair value of its net assets due to Nu Horizons' stock trading below its book value for an extended period of time prior to the announcement of the acquisition. The company offered a purchase price per share for Nu Horizons that was above the prevailing stock price thereby representing a premium to the shareholders. The acquisition of Nu Horizons by the company was approved by Nu Horizons' shareholders.

Since the dates of the acquisitions, Richardson RFPD and Nu Horizons' sales for the year ended December 31, 2011 of $876,817 were included in the company's consolidated results of operations.

The following table summarizes the allocation of the net consideration paid to the fair value of the assets acquired and liabilities assumed for the Richardson RFPD and Nu Horizons acquisitions:

Accounts receivable, net	$	194,312
Inventories		169,881
Property, plant and equipment		11,278
Other assets		6,965
Identifiable intangible assets		90,900
Cost in excess of net assets of companies acquired		31,951
Accounts payable		(98,967)
Accrued expenses		(18,900)
Other liabilities		(4,080)
Noncontrolling interest		(3,239)
Fair value of net assets acquired		380,101
Gain on bargain purchase		(1,088)
Cash consideration paid, net of cash acquired	$	379,013

In connection with the Richardson RFPD and Nu Horizons acquisitions, the company allocated the following amounts to identifiable intangible assets:

	Weighted-Average Life		
Customer relationships	8 years	$	35,400
Trade names	indefinite		49,000
Other intangible assets	(a)		6,500
Total identifiable intangible assets		$	90,900

(a) Consists of non-competition agreements and sales backlog with useful lives ranging from one to three years.

The cost in excess of net assets acquired related to the Richardson RFPD acquisition was recorded in the company's global components business segment. Substantially all of the intangible assets related to the Richardson RFPD acquisition are expected to be deductible for income tax purposes.

During 2011, the company also acquired Pansystem S.r.l. ("Pansystem"), a distributor of high-performance wire, cable and interconnect products serving the aerospace and defense market in Italy; Cross Telecom Corporation ("Cross"), a North American service provider of converged and internet protocol technologies and unified communications; the North American IT consulting and professional services division of InScope International, Inc. and INSI Technology Innovation, Inc. (collectively "InScope"), a provider of managed services, enterprise storage management, IT virtualization, disaster recovery, data center migration and consolidation, and cloud computing services; LWP GmbH ("LWP"), a value-added distributor of computing solutions and services in Germany; Chip One Stop, Inc. ("C1S"), a supplier of electronic components to design engineers throughout Japan; and Flection Group B.V. ("Flection"), a provider of electronics asset disposition in Europe. The impact of these acquisitions were not individually significant to the company's consolidated financial position or results of operations.

The following table summarizes the company's unaudited consolidated results of operations for 2011 and 2010, as well as the unaudited pro forma consolidated results of operations of the company, as though the Richardson RFPD, Nu Horizons, Pansystem, Cross, InScope, LWP, C1S, and Flection acquisitions occurred on January 1:

	For the Years Ended December 31,			
	2011		2010	
	As Reported	Pro Forma	As Reported	Pro Forma
Sales	$ 21,390,264	$ 21,573,260	$ 18,744,676	$ 20,082,596
Net income attributable to shareholders	598,810	603,243	479,630	497,415
Net income per share:				
Basic	$ 5.25	$ 5.29	$ 4.06	$ 4.22
Diluted	$ 5.17	$ 5.20	$ 4.01	$ 4.16

The unaudited pro forma consolidated results of operations do not purport to be indicative of the results obtained had these acquisitions occurred as of the beginning of 2011 and 2010, or of those results that may be obtained in the future. Additionally, the above table does not reflect any anticipated cost savings or cross-selling opportunities expected to result from these acquisitions.

2010 Acquisitions

On December 16, 2010, the company acquired all of the assets and operations of INT Holdings, LLC, doing business as Intechra ("Intechra"), for a purchase price of $101,085, which included $77 of cash acquired. With sales offices and processing centers in strategic locations throughout the United States and a global network of partnerships, Intechra provides fully customized electronics asset disposition services to many Fortune 1000 customers throughout the world. Intechra's service offerings include compliance services, data security and destruction, risk management, redeployment, remarketing, lease return, logistics management, and environmentally responsible recycling of all types of information technology and has approximately 300 employees.

On September 8, 2010, the company acquired Shared Technologies Inc. ("Shared") for a purchase price of $252,825, which included $61,898 of debt paid at closing. Shared sells, installs, and maintains communications equipment in North America, including the latest in unified communications, voice and data technologies, contact center, network security, and traditional telephony and has approximately 1,000 employees.

On June 1, 2010, the company acquired PCG Parent Corp., doing business as Converge ("Converge"), for a purchase price of $138,363, which included cash acquired of $4,803 and $27,546 of debt paid at closing. Converge is a global provider of reverse logistics services. Converge, with approximately 350 employees, also has offices in Singapore and Amsterdam, with support centers worldwide.

Since the dates of the acquisitions, Intechra, Shared, and Converge's sales for the year ended December 31, 2010 of $256,505 were included in the company's consolidated results of operations.

The following table summarizes the allocation of the net consideration paid to the fair value of the assets acquired and liabilities assumed for the Intechra, Shared, and Converge acquisitions:

Accounts receivable, net	$ 91,001
Inventories	11,785
Property, plant and equipment	11,187
Other assets	8,615
Identifiable intangible assets	146,200
Cost in excess of net assets of companies acquired	342,446
Accounts payable	(38,961)
Accrued expenses	(46,328)
Other liabilities	(38,552)
Cash consideration paid, net of cash acquired	$ 487,393

In connection with the Intechra, Shared, and Converge acquisitions, the company allocated the following amounts to identifiable intangible assets:

	Weighted-Average Life	
Customer relationships	10 years	$ 59,800
Trade names	indefinite	78,000
Developed technology	10 years	1,700
Other intangible assets	(a)	6,700
Total identifiable intangible assets		$ 146,200

(a) Consists of non-competition agreements and sales backlog with useful lives ranging from one to two years.

The cost in excess of net assets acquired related to the Intechra and Converge acquisitions was recorded in the company's global components business segment. The cost in excess of net assets acquired related to the Shared acquisition was recorded in the company's global ECS business segment. The intangible assets related to the Shared and Converge acquisitions are not expected to be deductible for income tax purposes. The intangible assets related to the Intechra acquisition are expected to be deductible for income tax purposes.

During 2010, the company also acquired Verical Incorporated ("Verical"), an ecommerce business geared towards meeting the end-of-life components and parts shortage needs of customers; Sphinx Group Limited ("Sphinx"), a United Kingdom-based value-added distributor of security and networking products; Transim Technology Corporation ("Transim"), a service provider of online component design and engineering solutions for technology manufacturers; Eshel Technology Group, Inc. ("ETG"), a solid-state lighting distributor and value-added service provider; and Diasa Informática, S.A. ("Diasa"), a leading European value-added distributor of servers, storage, software, and networking products in Spain and Portugal. The impacts of these acquisitions were not individually significant to the company's consolidated financial position or results of operations.

The following table summarizes the company's unaudited consolidated results of operations for 2010 and 2009, as well as the unaudited pro forma consolidated results of operations of the company, as though the Intechra, Shared, Converge, Verical, Sphinx, Transim, ETG, and Diasa acquisitions occurred on January 1:

	For the Years Ended December 31,			
	2010		2009	
	As Reported	Pro Forma	As Reported	Pro Forma
Sales	$ 18,744,676	$ 19,326,092	$ 14,684,101	$ 15,566,217
Net income attributable to shareholders	479,630	491,688	123,512	130,633
Net income per share:				
Basic	$ 4.06	$ 4.17	$ 1.03	$ 1.09
Diluted	$ 4.01	$ 4.11	$ 1.03	$ 1.08

The unaudited pro forma consolidated results of operations do not purport to be indicative of the results obtained had these acquisitions occurred as of the beginning of 2010 and 2009, or of those results that may be obtained in the future. Additionally, the above table does not reflect any anticipated cost savings or cross-selling opportunities expected to result from these acquisitions.

2009 Acquisitions

On December 20, 2009, the company acquired A.E. Petsche Company, Inc. ("Petsche") for a purchase price of $174,100, which includes $4,036 of cash acquired. Petsche is a leading provider of interconnect products, including specialty wire, cable, and harness management solutions, to the aerospace and defense market. With approximately 250 employees, Petsche provides value-added distribution services to over 3,500 customers in the United States, Canada, Mexico, the United Kingdom, France, and Belgium.

Since the date of acquisition, Petsche sales for the year ended December 31, 2009 of $3,605 were included in the company's consolidated results of operations.

The cost in excess of net assets acquired related to the Petsche acquisition was recorded in the company's global components business segment. Substantially all of the intangible assets related to the Petsche acquisition are expected to be deductible for income tax purposes.

The following table summarizes the company's unaudited consolidated results of operations for 2009 as well as the unaudited pro forma consolidated results of operations of the company, as though the Petsche acquisition occurred on January 1, 2009:

	For the Year Ended December 31, 2009	
	As Reported	Pro Forma
Sales	$ 14,684,101	$ 14,867,421
Net income attributable to shareholders	123,512	133,568
Net income per share:		
Basic	$ 1.03	$ 1.11
Diluted	$ 1.03	$ 1.11

The unaudited pro forma consolidated results of operations does not purport to be indicative of the results obtained had the Petsche acquisition occurred as of the beginning of 2009, or of those results that may be obtained in the future. Additionally, the above table does not reflect any anticipated cost savings or cross-selling opportunities expected to result from this acquisition.

Other

During 2010, the company made a payment of $3,060 to increase its ownership in a majority-owned subsidiary. The payment was recorded as a reduction to capital in excess of par value, partially offset by the carrying value of the noncontrolling interest.

3. Cost in Excess of Net Assets of Companies Acquired and Intangible Assets, Net

Goodwill represents the excess of the cost of an acquisition over the fair value of the assets acquired. The company tests goodwill and other indefinite-lived intangible assets for impairment annually as of the first day of the fourth quarter, or more frequently if indicators of potential impairment exist. As of the first day of the fourth quarters of 2011, 2010, and 2009, the company's annual impairment testing did not result in any indication of impairment.

Cost in excess of net assets of companies acquired, allocated to the company's business segments, is as follows:

	Global Components	Global ECS	Total
December 31, 2009	$ 473,421	$ 452,875	$ 926,296
Acquisitions	197,465	221,781	419,246
Other (primarily foreign currency translation)	(15)	(9,176)	(9,191)
December 31, 2010	670,871	665,480	1,336,351
Acquisitions	94,837	50,685	145,522
Other (primarily foreign currency translation)	(1,756)	(6,784)	(8,540)
December 31, 2011	$ 763,952	$ 709,381	$ 1,473,333

Intangible assets, net, are comprised of the following as of December 31, 2011:

	Weighted-Average Life	Gross Carrying Amount	Accumulated Amortization	Net
Trade names	indefinite	$ 179,000	$ —	$ 179,000
Customer relationships	11 years	267,729	(69,762)	197,967
Developed technology	6 years	11,029	(693)	10,336
Procurement agreement	5 years	12,000	(11,400)	600
Other intangible assets	(a)	14,573	(9,713)	4,860
		$ 484,331	$ (91,568)	$ 392,763

Intangible assets, net, are comprised of the following as of December 31, 2010:

	Weighted-Average Life	Gross Carrying Amount	Accumulated Amortization	Net
Trade names	indefinite	$ 130,000	$ —	$ 130,000
Customer relationships	12 years	217,294	(47,336)	169,958
Developed technology	10 years	1,700	(57)	1,643
Procurement agreement	5 years	12,000	(9,000)	3,000
Other intangible assets	(a)	8,099	(1,853)	6,246
		$ 369,093	$ (58,246)	$ 310,847

(a) Consists of non-competition agreements and sales backlog with useful lives ranging from one to three years.

Amortization expense related to identifiable intangible assets was $35,359, $21,132, and $15,349 for the years ended December 31, 2011, 2010, and 2009, respectively. Amortization expense for each of the years 2012 through 2016 is estimated to be approximately $32,315, $28,802, $28,271, $27,896, and $26,265, respectively.

4. Investments in Affiliated Companies

The company owns a 50% interest in several joint ventures with Marubun Corporation (collectively "Marubun/Arrow") and a 50% interest in Arrow Altech Holdings (Pty.) Ltd. ("Altech Industries"), a joint venture with Allied Technologies Limited. These investments are accounted for using the equity method.

The following table presents the company's investment in Marubun/Arrow and the company's investment and long-term note receivable in Altech Industries at December 31:

	2011	2010
Marubun/Arrow	$ 45,626	$ 41,971
Altech Industries	14,953	17,484
	$ 60,579	$ 59,455

The equity in earnings (loss) of affiliated companies for the years ended December 31 consists of the following:

	2011	2010	2009
Marubun/Arrow	$ 5,338	$ 5,185	$ 3,745
Altech Industries	1,398	1,184	1,004
Other	—	—	(18)
	$ 6,736	$ 6,369	$ 4,731

Under the terms of various joint venture agreements, the company is required to pay its pro-rata share of the third party debt of the joint ventures in the event that the joint ventures are unable to meet their obligations. At December 31, 2011, the company's pro-rata share of this debt was approximately $7,700. The company believes that there is sufficient equity in the joint ventures to meet their obligations.

5. Accounts Receivable

Accounts receivable, net, consists of the following at December 31:

	2011	2010
Accounts receivable	$ 4,530,242	$ 4,140,868
Allowances for doubtful accounts	(48,125)	(37,998)
Accounts receivable, net	$ 4,482,117	$ 4,102,870

The company maintains allowances for doubtful accounts for estimated losses resulting from the inability of its customers to make required payments. The allowances for doubtful accounts are determined using a combination of factors, including the length of time the receivables are outstanding, the current business environment, and historical experience.

6. Debt

At December 31, 2011 and 2010, short-term borrowings of $33,843 and $61,210, respectively, were primarily utilized to support the working capital requirements of certain international operations. The weighted average interest rates on these borrowings at December 31, 2011 and 2010 were 3.6% and 1.9%, respectively.

Long-term debt consists of the following at December 31:

	2011	2010
Revolving credit facility	$ 74,000	$ —
Asset securitization program	280,000	—
Bank term loan, due 2012	—	200,000
6.875% senior notes, due 2013	341,937	349,833
3.375% notes, due 2015	260,461	249,155
6.875% senior debentures, due 2018	198,660	198,450
6.00% notes, due 2020	299,927	299,918
5.125% notes, due 2021	249,278	249,199
7.5% senior debentures, due 2027	197,890	197,750
Interest rate swaps designated as fair value hedges	—	14,082
Other obligations with various interest rates and due dates	25,670	2,816
	$ 1,927,823	$ 1,761,203

The 7.5% senior debentures are not redeemable prior to their maturity. The 6.875% senior notes, 3.375% notes, 6.875% senior debentures, 6.00% notes, and 5.125% notes may be called at the option of the company subject to "make whole" clauses.

The estimated fair market value at December 31, using quoted market prices, is as follows:

	2011	2010
6.875% senior notes, due 2013	$ 352,000	$ 385,000
3.375% notes, due 2015	250,000	243,000
6.875% senior debentures, due 2018	216,000	218,000
6.00% notes, due 2020	315,000	306,000
5.125% notes, due 2021	247,500	238,000
7.5% senior debentures, due 2027	244,000	204,000

The carrying amount of the company's short-term borrowings in various countries, revolving credit facility, asset securitization program, and other obligations approximate their fair value.

Annual payments of borrowings during each of the years 2012 through 2016 are $33,843, $343,292, $304,221, $260,519, and $74,035, respectively, and $945,756 for all years thereafter.

In August 2011, the company entered into a $1,200,000 revolving credit facility, maturing in August 2016. This new facility may be used by the company for general corporate purposes including working capital in the ordinary course of business, letters of credit, repayment, prepayment or purchase of long-term indebtedness and acquisitions, and as support for the company's commercial paper program, as applicable. This agreement replaces the company's $800,000 revolving credit facility which was scheduled to expire in January 2012. The company also had a $200,000 term loan which was due in January 2012. The company repaid the term loan in full in August 2011. Interest on borrowings under the revolving credit facility is calculated using a base rate or a euro currency rate plus a spread based on the company's credit ratings (1.275% at December 31, 2011). The facility fee related to the revolving credit facility is .225%. At December 31, 2011, the company had $74,000 in outstanding borrowings under the revolving credit facility. There were no outstanding borrowings under the revolving credit facility at December 31, 2010.

The company has an asset securitization program collateralized by accounts receivable of certain of its United States subsidiaries. In December 2011, the company renewed its asset securitization program and, among other things, increased its size from $600,000 to $775,000 and extended its term to a three-year commitment maturing in December 2014. The asset securitization program is conducted through Arrow Electronics Funding Corporation ("AFC"), a wholly-owned, bankruptcy remote subsidiary. The asset securitization program does not qualify for sale treatment. Accordingly, the accounts receivable and related debt obligation remain on the company's consolidated balance sheets. Interest on borrowings is calculated using a base rate or a commercial paper rate plus a spread, which is based on the company's credit ratings (.40% at December 31, 2011). The facility fee is .40%.

At December 31, 2011, the company had $280,000 in outstanding borrowings under the asset securitization program, which was included in "Long-term debt" in the accompanying consolidated balance sheet, and total collateralized accounts receivable of approximately $1,562,613 were held by AFC and were included in "Accounts receivable, net" in the accompanying consolidated balance sheet. Any accounts receivable held by AFC would likely not be available to other creditors of the company in the event of bankruptcy or insolvency proceedings before repayment of any outstanding borrowings under the asset securitization program. There were no outstanding borrowings under the asset securitization program at December 31, 2010.

Both the revolving credit facility and asset securitization program include terms and conditions that limit the incurrence of additional borrowings, limit the company's ability to pay cash dividends or repurchase stock, and require that certain financial ratios be maintained at designated levels. The company was in compliance with all covenants as of December 31, 2011 and is currently not aware of any events that would cause non-compliance with any covenants in the future.

During the fourth quarter of 2011, the company repurchased $17,893 principal amount of its 6.875% senior notes due in 2013. The related loss on the repurchase aggregated $895 ($549 net of related taxes) and was recognized as a loss on prepayment of debt.

During 2010, the company sold a property and was required to repay the related collateralized debt with a face amount of $9,000. For 2010, the company recognized a loss on prepayment of debt of $1,570 ($964 net of related taxes or $.01 per share on both a basic and diluted basis) in the accompanying consolidated statements of operations.

During 2010, the company completed the sale of $250,000 principal amount of 3.375% notes due in 2015 and $250,000 principal amount of 5.125% notes due in 2021. The net proceeds of the offering of $494,325 were used for general corporate purposes.

During 2009, the company repurchased $130,455 principal amount of its 9.15% senior notes due in 2010. The related loss on the repurchase, including the premium paid and write-off of the deferred financing costs, offset by the gain for terminating a portion of the interest rate swaps aggregated $5,312 ($3,228 net of related taxes or $.03 per share on both a basic and diluted basis) and was recognized as a loss on prepayment of debt. During 2010, the company repaid the remaining $69,545 principal amount of its 9.15% senior notes upon maturity.

During 2009, the company completed the sale of $300,000 principal amount of 6.00% notes due in 2020. The net proceeds of the offering of $297,430 were used to repay a portion of the previously discussed 9.15% senior notes due in 2010 and for general corporate purposes.

Interest and other financing expense, net, includes interest income of $6,113, $5,052, and $2,964 in 2011, 2010, and 2009, respectively. Interest paid, net of interest income, amounted to $104,340, $80,686, and $79,952 in 2011, 2010, and 2009, respectively.

7. Financial Instruments Measured at Fair Value

Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. The company utilizes a fair value hierarchy, which maximizes the use of observable inputs and minimizes the use of unobservable inputs when measuring fair value. The fair value hierarchy has three levels of inputs that may be used to measure fair value:

Level 1 Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities.

Level 2 Quoted prices in markets that are not active; or other inputs that are observable, either directly or indirectly, for substantially the full term of the asset or liability.

Level 3 Prices or valuation techniques that require inputs that are both significant to the fair value measurement and unobservable.

The following table presents assets/(liabilities) measured at fair value on a recurring basis at December 31, 2011:

	Level 1	Level 2	Level 3	Total
Cash equivalents	$ —	$ —	$ —	$ —
Available-for-sale securities	45,421	—	—	45,421
Interest rate swaps	—	(3,009)	—	(3,009)
Foreign exchange contracts	—	(649)	—	(649)
	$ 45,421	$ (3,658)	$ —	$ 41,763

The following table presents assets/(liabilities) measured at fair value on a recurring basis at December 31, 2010:

	Level 1	Level 2	Level 3	Total
Cash equivalents	$ 254,296	$ 282,900	$ —	$ 537,196
Available-for-sale securities	68,746	—	—	68,746
Interest rate swaps	—	14,082	—	14,082
Foreign exchange contracts	—	(494)	—	(494)
	$ 323,042	$ 296,488	$ —	$ 619,530

There were no transfers of financial instruments between the three levels of fair value hierarchy between December 31, 2011 and 2010.

Available-For-Sale Securities

The company has a 2.0% equity ownership interest in WPG Holdings Co., Ltd. ("WPG") and an 8.4% equity ownership interest in Marubun Corporation ("Marubun"), which are accounted for as available-for-sale securities.

The fair value of the company's available-for-sale securities is as follows at December 31:

	2011		2010	
	Marubun	WPG	Marubun	WPG
Cost basis	$ 10,016	$ 10,798	$ 10,016	$ 10,798
Unrealized holding gain (loss)	(371)	24,978	3,726	44,206
Fair value	$ 9,645	$ 35,776	$ 13,742	$ 55,004

The company concluded that the decline in its Marubun investment is temporary and, accordingly, has not recognized a loss in the consolidated statements of operations. In making this determination, the company considered its intent and ability to hold the investment until the cost is recovered, the financial condition and near-term prospects of Marubun, the magnitude of the loss compared to the investment's cost, and publicly available information about the industry and geographic region in which Marubun operates. In addition, the fair value of the Marubun investment has been below the cost basis for less than twelve months.

The fair values of these investments are included in "Other assets" in the accompanying consolidated balance sheets, and the related unrealized holding gains or losses are included in "Other" in the shareholders' equity section in the accompanying consolidated balance sheets.

Derivative Instruments

The company uses various financial instruments, including derivative financial instruments, for purposes other than trading. Derivatives used as part of the company's risk management strategy are designated at inception as hedges and measured for effectiveness both at inception and on an ongoing basis.

The fair values of derivative instruments in the consolidated balance sheets are as follows at December 31:

	Asset/(Liability) Derivatives		
		Fair Value	
	Balance Sheet Location	2011	2010
Derivative instruments designated as hedges:			
Interest rate swaps designated as fair value hedges	Other assets	$ —	$ 14,756
Interest rate swaps designated as fair value hedges	Other liabilities	—	(674)
Interest rate swaps designated as cash flow hedges	Other liabilities	(3,009)	—
Foreign exchange contracts designated as cash flow hedges	Other current assets	73	271
Foreign exchange contracts designated as cash flow hedges	Accrued expenses	(641)	(177)
Total derivative instruments designated as hedging instruments		(3,577)	14,176
Derivative instruments not designated as hedges:			
Foreign exchange contracts	Other current assets	2,218	1,778
Foreign exchange contracts	Accrued expenses	(2,299)	(2,366)
Total derivative instruments not designated as hedging instruments		(81)	(588)
Total		$ (3,658)	$ 13,588

The effect of derivative instruments on the consolidated statement of operations is as follows for the years ended December 31:

	Gain/(Loss) Recognized in Income		
	2011	2010	2009
Fair value hedges:			
Interest rate swaps (a)	$ —	$ —	$ 4,097
Derivative instruments not designated as hedges:			
Foreign exchange contracts (b)	$ (3,633)	$ 1,938	$ (8,574)

	Cash Flow Hedges		Net Investment Hedges
	Interest Rate Swaps (c)	Foreign Exchange Contracts (d)	Cross-Currency Swaps (c)
2011			
Effective portion:			
Gain/(loss) recognized in OCI	$ (3,009)	$ (711)	$ —
Gain/(loss) reclassified into income	$ —	$ 53	$ —
Ineffective portion:			
Gain/(loss) recognized in income	$ —	$ —	$ —
2010			
Effective portion:			
Gain/(loss) recognized in OCI	$ —	$ 73	$ 52,158
Gain/(loss) reclassified into income	$ —	$ (108)	$ —
Ineffective portion:			
Gain/(loss) recognized in income	$ —	$ —	$ (91)
2009			
Effective portion:			
Gain/(loss) recognized in OCI	$ 1,853	$ (2,277)	$ (7,988)
Gain/(loss) reclassified into income	$ —	$ 94	$ —
Ineffective portion:			
Gain/(loss) recognized in income	$ —	$ —	$ 536

(a) The amount of gain/(loss) recognized in income on derivatives is recorded in "Loss on prepayment of debt" in the company's consolidated statements of operations.

(b) The amount of gain/(loss) recognized in income on derivatives is recorded in "Cost of sales" in the company's consolidated statements of operations.

(c) Both the effective and ineffective portions of any gain/(loss) reclassified or recognized in income are recorded in "Interest and other financing expense, net" in the company's consolidated statements of operations.

(d) Both the effective and ineffective portions of any gain/(loss) reclassified or recognized in income are recorded in "Cost of sales" in the company's consolidated statements of operations.

Interest Rate Swaps

The company enters into interest rate swap transactions that convert certain fixed-rate debt to variable-rate debt or variable-rate debt to fixed-rate debt in order to manage its targeted mix of fixed- and floating-rate debt. The effective portion of the change in the fair value of interest rate swaps designated as fair value hedges is recorded as a change to the carrying value of the related hedged debt, and the effective portion of the change in fair value of interest rate swaps designated as cash flow hedges is recorded in the shareholders' equity section in the company's consolidated balance sheets in "Other." The ineffective portion of the interest rate swap, if any, is recorded in "Interest and other financing expense, net" in the company's consolidated statements of operations.

In June 2004 and November 2009, the company entered into interest rate swaps, with an aggregate notional amount of $275,000. The swaps modified the company's interest rate exposure by effectively converting a portion of the fixed 6.875% senior notes to a floating rate, based on the six-month U.S. dollar LIBOR plus a spread (an effective rate of 4.37% at December 31, 2010), through its maturity. The swaps were classified as fair value hedges and had a fair value of $14,756 at December 31, 2010. In September 2011, these interest rate swap agreements were terminated for proceeds of $12,203, net of accrued interest. The proceeds of the swap terminations, less accrued interest, were reflected as a premium to the underlying debt and will be amortized as a reduction to interest expense over the remaining term of the underlying debt.

In December 2010, the company entered into interest rate swaps, with an aggregate notional amount of $250,000. The swaps modified the company's interest rate exposure by effectively converting the fixed 3.375% notes to a floating rate, based on the three-month U.S. dollar LIBOR plus a spread (an effective rate of approximately 1.38% at December 31, 2010), through its maturity. The swaps are classified as fair value hedges and had a negative fair value of $674 at December 31, 2010. In September 2011, these interest rate swap agreements were terminated for proceeds of $11,856, net of accrued interest. The proceeds of the swap terminations, less accrued interest, were reflected as a premium to the underlying debt and will be amortized as a reduction to interest expense over the remaining term of the underlying debt.

In September 2011, the company entered into a ten-year forward-starting interest rate swap (the "2011 swap") locking in a treasury rate of 2.63% with an aggregate notional amount of $175,000. This swap manages the risk associated with changes in treasury rates and the impact of future interest payments. The 2011 swap relates to the interest payments for anticipated debt issuances. Such anticipated debt issuances are expected to replace the outstanding debt maturing in July 2013. The 2011 swap is classified as a cash flow hedge and had a negative fair value of $3,009 at December 31, 2011.

Cross-Currency Swaps

The company occasionally enters into cross-currency swaps to hedge a portion of its net investment in euro-denominated net assets. The company’s cross-currency swaps are derivatives designated as net investment hedges. The effective portion of the change in the fair value of derivatives designated as net investment hedges is recorded in "Foreign currency translation adjustment" included in the company's consolidated balance sheets and any ineffective portion is recorded in "Interest and other financing expense, net" in the company's consolidated statements of operations. As the notional amounts of the company’s cross-currency swaps are expected to equal a comparable amount of hedged net assets, no material ineffectiveness is expected. The company uses the hypothetical derivative method to assess the effectiveness of its net investment hedges on a quarterly basis.

In May 2006, the company entered into a cross-currency swap, with a maturity date of July 2011, for approximately $100,000 or €78,281. In October 2005, the company entered into a cross-currency swap, with a maturity date of October 2010, for approximately $200,000 or €168,384. These cross-currency swaps hedged a portion of the company's net investment in euro-denominated net assets, by effectively converting the interest expense on $300,000 of long-term debt from U.S. dollars to euros. During 2010, the company paid $2,282, plus accrued interest, to terminate these cross-currency swaps.

Foreign Exchange Contracts

The company enters into foreign exchange forward, option, or swap contracts (collectively, the "foreign exchange contracts") to mitigate the impact of changes in foreign currency exchange rates. These contracts are executed to facilitate the hedging of foreign currency exposures resulting from inventory purchases and sales and generally have terms of no more than six months. Gains or losses on these contracts are deferred and recognized when the underlying future purchase or sale is recognized or when the corresponding asset or liability is revalued. The company does not enter into foreign exchange contracts for trading purposes. The risk of loss on a foreign exchange contract is the risk of nonperformance by the counterparties, which the company minimizes by limiting its counterparties to major financial institutions. The fair value of the foreign exchange contracts, which are nominal, are estimated using market quotes. The notional amount of the foreign exchange contracts at December 31, 2011 and 2010 was $332,881 and $297,868, respectively.

Other

The carrying amount of cash and cash equivalents, accounts receivable, net, and accounts payable approximate their fair value due to the short maturities of these financial instruments.

Cash equivalents consist primarily of overnight time deposits and institutional money market funds with quality financial institutions. These financial institutions are located in many different geographical regions, and the company's policy is designed to limit exposure with any one institution. As part of its cash and risk management processes, the company performs periodic evaluations of the relative credit standing of these financial institutions.

8. Income Taxes

The provision for income taxes for the years ended December 31 consists of the following:

	2011	2010	2009
Current			
Federal	$ 113,937	$ 88,302	$ 23,078
State	19,416	13,482	636
International	88,509	80,461	22,389
	221,862	182,245	46,103
Deferred			
Federal	25,729	12,143	20,905
State	3,328	4,153	5,995
International	(40,434)	837	(7,587)
	(11,377)	17,133	19,313
	$ 210,485	$ 199,378	$ 65,416

The principal causes of the difference between the U.S. federal statutory tax rate of 35% and effective income tax rates for the years ended December 31 are as follows:

	2011	2010	2009
United States	$ 405,508	$ 313,127	$ 108,106
International	404,293	365,876	80,815
Income before income taxes	$ 809,801	$ 679,003	$ 188,921
Provision at statutory tax rate	$ 283,430	$ 237,651	$ 66,122
State taxes, net of federal benefit	14,784	11,463	4,310
International effective tax rate differential	(48,785)	(61,868)	(42,333)
Change in valuation allowance	(49,826)	11,945	25,803
Other non-deductible expenses	4,744	4,040	2,634
Changes in tax accruals	12,437	(2,145)	8,258
Other	(6,299)	(1,708)	622
Provision for income taxes	$ 210,485	$ 199,378	$ 65,416

In the fourth quarter of 2011, the company recorded a net reduction in the provision for income taxes of $28,928 principally due to a reversal of a valuation allowance on certain international deferred tax assets as a result of a realignment of the company's international business operations.

In 2010, the company recorded a net reduction of the provision for income taxes of $9,404 and a reduction of interest expense of $3,840 ($2,312 net of related taxes) primarily related to the settlement of certain tax matters covering multiple years.

At December 31, 2011, the company had a liability for unrecognized tax benefits of $63,498 (substantially all of which, if recognized, would favorably affect the company's effective tax rate), of which approximately $8,000 is expected to be paid over the next twelve months. The company does not believe there will be any other material changes in its unrecognized tax positions over the next twelve months.

A reconciliation of the beginning and ending amount of unrecognized tax benefits for the years ended December 31 is as follows:

	2011	2010
Balance at beginning of year	$ 66,110	$ 68,833
Additions based on tax positions taken during a prior period	10,850	14,067
Reductions based on tax positions taken during a prior period	(2,389)	(20,273)
Additions based on tax positions taken during the current period	7,602	5,835
Reductions based on tax positions taken during the current period	—	—
Reductions related to settlement of tax matters	(12,879)	(65)
Reductions related to a lapse of applicable statute of limitations	(5,796)	(2,287)
Balance at end of year	$ 63,498	$ 66,110

Interest costs related to unrecognized tax benefits are classified as a component of "Interest and other financing expense, net" in the company's consolidated statements of operations. In 2011, 2010, and 2009 the company recognized $2,068, $(1,599), and $4,678, respectively, of interest expense related to unrecognized tax benefits. At December 31, 2011 and 2010, the company had a liability for the payment of interest of $13,411 and $12,348, respectively, related to unrecognized tax benefits.

In many cases the company's uncertain tax positions are related to tax years that remain subject to examination by tax authorities. The following describes the open tax years, by major tax jurisdiction, as of December 31, 2011:

United States - Federal	2008 - present
United States - State	2005 - present
Germany (a)	2007 - present
Hong Kong	2005 - present
Italy (a)	2007 - present
Sweden	2005 - present
United Kingdom	2009 - present

(a) Includes federal as well as local jurisdictions.

Deferred income taxes are provided for the effects of temporary differences between the tax basis of an asset or liability and its reported amount in the consolidated balance sheets. These temporary differences result in taxable or deductible amounts in future years.

The significant components of the company's deferred tax assets and liabilities, included primarily in "Other current assets," "Other assets," "Accrued expenses," and "Other liabilities" in the company's consolidated balance sheets, consist of the following at December 31:

	2011	2010
Deferred tax assets:		
Net operating loss carryforwards	$ 79,317	$ 80,271
Inventory adjustments	39,595	33,004
Allowance for doubtful accounts	14,401	9,271
Accrued expenses	61,589	58,312
Interest carryforward	52,606	47,247
Stock-based compensation awards	12,330	13,503
Other comprehensive income items	12,475	—
Goodwill	—	8,462
Other	—	4,394
	272,313	254,464
Valuation allowance	(30,675)	(80,501)
Total deferred tax assets	$ 241,638	$ 173,963
Deferred tax liabilities:		
Goodwill	$ (9,060)	$ —
Depreciation	(57,346)	(21,055)
Intangible assets	(60,100)	(55,858)
Other	(1,916)	(3,263)
Total deferred tax liabilities	$ (128,422)	$ (80,176)
Total net deferred tax assets	$ 113,216	$ 93,787

At December 31, 2011, certain international subsidiaries had tax loss carryforwards of approximately $156,335 expiring in various years after 2012 and deferred tax assets related to the tax loss carryforwards of the international subsidiaries in the amount of $44,654 were recorded with a corresponding valuation allowance of $26,321.

The company also has Federal net operating loss carryforwards of approximately $88,244 and $81,523 at December 31, 2011 and 2010, respectively, which relate to recently acquired subsidiaries. These Federal net operating losses expire in various years beginning after 2020. As of December 31, 2011 and 2010, the company has an agreement with the sellers of an acquired business to reimburse them for the company's utilization of approximately of $72,155 and $56,866, respectively, of these Federal net operating loss carryforwards.

Valuation allowances reflect the deferred tax benefits that management is uncertain of the ability to utilize in the future.

Cumulative undistributed earnings of international subsidiaries were $2,616,108 at December 31, 2011. No deferred Federal income taxes were provided for the undistributed earnings as they are permanently reinvested in the company's international operations.

Income taxes paid, net of income taxes refunded, amounted to $394,277, $233,852, and $90,340 in 2011, 2010, and 2009, respectively.

9. Restructuring, Integration, and Other Charges

In 2011, 2010, and 2009, the company recorded restructuring, integration, and other charges of $37,811 ($28,054 net of related taxes or $.25 and $.24 on a basic and diluted basis, respectively), $33,494 ($24,605 net of related taxes or $.21 per share on both a basic and diluted basis), and $105,514 ($75,720 net of related taxes or $.63 per share on both a basic and diluted basis), respectively.

The following table presents the components of the restructuring, integration, and other charges for the years ended December 31, 2011, 2010, and 2009:

	2011	2010	2009
Restructuring charges - current period actions	$ 23,818	$ 21,641	$ 100,274
Restructuring and integration charges (credits) - actions taken in prior periods	(689)	(559)	1,364
Acquisition-related expenses	14,682	12,412	3,876
	$ 37,811	$ 33,494	$ 105,514

2011 Restructuring Charge

The following table presents the components of the 2011 restructuring charge of $23,818 and activity in the related restructuring accrual for 2011:

	Personnel Costs	Facilities	Other	Total
Restructuring charge	$ 17,474	$ 5,387	$ 957	$ 23,818
Payments	(11,830)	(2,213)	(957)	(15,000)
Foreign currency translation	(127)	16	—	(111)
December 31, 2011	$ 5,517	$ 3,190	$ —	$ 8,707

The restructuring charge of $23,818 in 2011 primarily includes personnel costs of $17,474 and facilities costs of $5,387. The personnel costs are related to the elimination of approximately 280 positions within the global components business segment and approximately 240 positions within the global ECS business segment. The facilities costs are related to exit activities for 18 vacated facilities in the Americas and EMEA due to the company's continued efforts to streamline its operations and reduce real estate costs. These initiatives are due to the company's continued efforts to lower cost and drive operational efficiency, primarily related to the integration of recently acquired businesses.

2010 Restructuring Charge

The following table presents the components of the 2010 restructuring charge of $21,641 and activity in the related restructuring accrual for 2010 and 2011:

	Personnel Costs	Facilities	Other	Total
Restructuring charge	$ 14,711	$ 2,329	$ 4,601	$ 21,641
Payments	(12,583)	(1,019)	(3,049)	(16,651)
Non-cash usage	—	—	(657)	(657)
Foreign currency translation	(44)	12	79	47
December 31, 2010	2,084	1,322	974	4,380
Restructuring charge (credit)	15	757	(21)	751
Payments	(1,934)	(1,243)	(1,010)	(4,187)

Foreign currency translation	41	(15)	57	83
December 31, 2011	$ 206	$ 821	$ —	$ 1,027

The restructuring charge of $21,641 in 2010 primarily includes personnel costs of $14,711 and facilities costs of $2,329. The personnel costs are related to the elimination of approximately 180 positions within the global ECS business segment and approximately 100 positions within the global components business segment. The facilities costs are related to exit activities for 7 vacated facilities in the Americas and EMEA due to the company's continued efforts to streamline its operations and reduce real estate costs. These initiatives are due to the company's continued efforts to lower cost and drive operational efficiency.

2009 Restructuring Charge

The following table presents the components of the 2009 restructuring charge of $100,274 and activity in the related restructuring accrual for 2009, 2010, and 2011:

	Personnel Costs	Facilities	Other	Total
Restructuring charge	$ 90,896	$ 8,016	$ 1,362	$ 100,274
Payments	(65,524)	(1,747)	(1,138)	(68,409)
Foreign currency translation	8	18	—	26
December 31, 2009	25,380	6,287	224	31,891
Restructuring charge (credit)	2,397	(2,008)	(23)	366
Payments	(24,418)	(555)	(201)	(25,174)
Foreign currency translation	(1,611)	(399)	—	(2,010)
December 31, 2010	1,748	3,325	—	5,073
Restructuring charge (credit)	(666)	162	—	(504)
Payments	(787)	(1,865)	—	(2,652)
Foreign currency translation	10	50	—	60
December 31, 2011	$ 305	$ 1,672	$ —	$ 1,977

The restructuring charge of $100,274 in 2009 primarily includes personnel costs of $90,896 and facilities costs of $8,016. The personnel costs are related to the elimination of approximately 1,605 positions within the global components business segment and approximately 320 positions within the global ECS business segment. The facilities costs are related to exit activities for 28 vacated facilities worldwide due to the company's continued efforts to streamline its operations and reduce real estate costs. These initiatives are due to the company's continued efforts to lower cost and drive operational efficiency.

Restructuring and Integration Accruals Related to Actions Taken Prior to 2009

The following table presents the activity in the restructuring and integration accruals during 2009, 2010, and 2011 related to restructuring and integration actions taken prior to 2009:

	Personnel Costs	Facilities	Other	Total
December 31, 2008	$ 15,108	$ 10,791	$ 3,473	$ 29,372
Restructuring and integration charges (credits)	298	342	724	1,364
Payments	(13,602)	(4,922)	(65)	(18,589)
Non-cash usage	—	—	(2,309)	(2,309)
Foreign currency translation	(76)	465	(1)	388
December 31, 2009	1,728	6,676	1,822	10,226
Restructuring and integration charges (credits)	(255)	(381)	(289)	(925)
Payments	(1,179)	(2,577)	—	(3,756)
Non-cash usage	—	(582)	(104)	(686)
Foreign currency translation	(22)	(224)	(19)	(265)
December 31, 2010	272	2,912	1,410	4,594
Restructuring and integration credits	(48)	(787)	(101)	(936)
Payments	(219)	(746)	—	(965)
Foreign currency translation	(5)	10	—	5
December 31, 2011	$ —	$ 1,389	$ 1,309	$ 2,698

Restructuring and Integration Accrual Summary

In summary, the restructuring and integration accruals aggregate $14,409 at December 31, 2011, all of which is expected to be spent in cash, and are expected to be utilized as follows:

- The accruals for personnel costs of $6,028 to cover the termination of personnel are primarily expected to be spent within one year.
- The accruals for facilities totaling $7,072 relate to vacated leased properties that have scheduled payments of $3,835 in 2012, $1,756 in 2013, $726 in 2014, $386 in 2015, $216 in 2016, and $153 thereafter.
- Other accruals of $1,309 are expected to be utilized over several years.

Acquisition-Related Expenses

Included in the restructuring, integration, and other charges for 2011 and 2010 are $14,682 and $12,412, respectively, of acquisition-related expenses, primarily consisting of professional fees directly related to recent acquisition activity.

Included in the restructuring, integration, and other charges for 2009 are $2,841 of contingent consideration for an acquisition completed in a prior year which was conditional upon the financial performance of the acquired company and the continued employment of the selling shareholders and other acquisition-related expenses of $1,035, primarily consisting of professional fees directly related to recent acquisition activity.

10. Shareholders' Equity

The following table sets forth the activity in the number of shares outstanding (in thousands):

	Common Stock Issued	Treasury Stock	Common Stock Outstanding
Common stock outstanding at December 31, 2008	125,048	5,740	119,308
Shares issued for stock-based compensation awards	239	(418)	657
Repurchases of common stock	—	137	(137)
Common stock outstanding at December 31, 2009	125,287	5,459	119,828
Shares issued for stock-based compensation awards	50	(1,070)	1,120
Repurchases of common stock	—	6,301	(6,301)
Common stock outstanding at December 31, 2010	125,337	10,690	114,647
Shares issued for stock-based compensation awards	45	(2,662)	2,707
Repurchases of common stock	—	5,540	(5,540)
Common stock outstanding at December 31, 2011	125,382	13,568	111,814

The company has 2,000,000 authorized shares of serial preferred stock with a par value of one dollar. There were no shares of serial preferred stock outstanding at December 31, 2011 and 2010.

Share-Repurchase Programs

In July 2011, the company's Board of Directors (the "Board") approved the repurchase of up to $100,000 of the company's common stock through a share-repurchase program. In October 2011, the company's Board approved an additional repurchase of up to $150,000 of the company's common stock. As of December 31, 2011, the company repurchased 3,245,502 shares under these programs with a market value of $99,699 at the dates of repurchase.

11. Net Income Per Share

The following table sets forth the computation of net income per share on a basic and diluted basis for the years ended December 31 (shares in thousands):

	2011	2010	2009
Net income attributable to shareholders	$ 598,810	$ 479,630	$ 123,512
Net income per share:			
Basic	$ 5.25	$ 4.06	$ 1.03
Diluted (a)	$ 5.17	$ 4.01	$ 1.03
Weighted average shares outstanding - basic	114,025	117,997	119,800
Net effect of various dilutive stock-based compensation awards	1,907	1,580	689
Weighted average shares outstanding - diluted	115,932	119,577	120,489

(a) Stock-based compensation awards for the issuance of 1,051 shares, 3,257 shares, and 3,851 shares for the years ended December 31, 2011, 2010, and 2009, respectively, were excluded from the computation of net income per share on a diluted basis as their effect is anti-dilutive.

12. Employee Stock Plans

Omnibus Plan

The company maintains the Arrow Electronics, Inc. 2004 Omnibus Incentive Plan (the "Omnibus Plan"), which replaced the Arrow Electronics, Inc. Stock Option Plan, the Arrow Electronics, Inc. Restricted Stock Plan, the 2002 Non-Employee Directors Stock

Option Plan, the Non-Employee Directors Deferral Plan, and the 1999 CEO Bonus Plan (collectively, the "Prior Plans"). The Omnibus Plan broadens the array of equity alternatives available to the company when designing compensation incentives. The Omnibus Plan permits the grant of cash-based awards, non-qualified stock options, incentive stock options ("ISOs"), stock appreciation rights, restricted stock, restricted stock units, performance shares, performance units, covered employee annual incentive awards, and other stock-based awards. The Compensation Committee of the company's Board of Directors (the "Compensation Committee") determines the vesting requirements, termination provision, and the terms of the award for any awards under the Omnibus Plan when such awards are issued.

Under the terms of the Omnibus Plan, a maximum of 21,800,000 shares of common stock may be awarded, subject to adjustment. There were 7,602,876 and 9,489,328 shares available for grant under the Omnibus Plan as of December 31, 2011 and 2010, respectively. Shares currently subject to awards granted under the Prior Plans, which cease to be subject to such awards for any reason other than exercise for, or settlement in, shares will also be available under the Omnibus Plan. Generally, shares are counted against the authorization only to the extent that they are issued. Restricted stock, restricted stock units, performance shares, and performance units count against the authorization at a rate of 1.69 to 1.

After adoption of the Omnibus Plan, there were no additional awards made under any of the Prior Plans, though awards previously granted under the Prior Plans will survive according to their terms.

Stock Options

Under the Omnibus Plan, the company may grant both ISOs and non-qualified stock options. ISOs may only be granted to employees of the company, its subsidiaries, and its affiliates. The exercise price for options cannot be less than the fair market value of Arrow's common stock on the date of grant. Options generally become exercisable in equal installments over a four-year period, except for stock options authorized for grant to directors, which become exercisable in equal installments over a two-year period. Options currently outstanding have terms of ten years.

The following information relates to the stock option activity for the year ended December 31, 2011:

	Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life	Aggregate Intrinsic Value
Outstanding at December 31, 2010	4,364,815	$ 29.63		
Granted	416,316	38.85		
Exercised	(1,542,917)	30.25		
Forfeited	(117,948)	28.30		
Outstanding at December 31, 2011	3,120,266	30.61	73 months	$ 22,430
Exercisable at December 31, 2011	1,914,460	31.66	57 months	$ 11,672

The aggregate intrinsic value in the table above represents the total pre-tax intrinsic value (the difference between the company's closing stock price on the last trading day of 2011 and the exercise price, multiplied by the number of in-the-money options) received by the option holders had all option holders exercised their options on December 31, 2011. This amount changes based on the market value of the company's stock.

The total intrinsic value of options exercised during 2011, 2010, and 2009 was $17,642, $2,445, and $2,106, respectively.

Cash received from option exercises during 2011, 2010, and 2009 was $46,665, $8,057, and $4,234, respectively, and is included within the financing activities section in the company's consolidated statements of cash flows. The actual tax benefit realized from share-based payment awards during 2011, 2010, and 2009 was $19,796, $7,301, and $3,025, respectively.

The fair value of stock options was estimated using the Black-Scholes valuation model with the following weighted-average assumptions for the years ended December 31:

	2011	2010	2009
Volatility (percent) (a)	37	37	35
Expected term (in years) (b)	5.5	5.2	5.9
Risk-free interest rate (percent) (c)	2.4	2.4	2.1

(a) Volatility is measured using historical daily price changes of the company's common stock over the expected term of the option.
(b) The expected term represents the weighted average period the option is expected to be outstanding and is based primarily on the historical exercise behavior of employees.
(c) The risk-free interest rate is based on the U.S. Treasury zero-coupon yield with a maturity that approximates the expected term of the option.

There is no expected dividend yield.

The weighted-average fair value per option granted was $14.80, $10.39, and $6.07 during 2011, 2010, and 2009, respectively.

Performance Awards

The Compensation Committee, subject to the terms and conditions of the Omnibus Plan, may grant performance share and/or performance unit awards (collectively "performance awards"). The fair value of a performance award is the fair market value of the company's common stock on the date of grant. Such awards will be earned only if performance goals over performance periods established by or under the direction of the Compensation Committee are met. The performance goals and periods may vary from participant-to-participant, group-to-group, and time-to-time. The performance awards will be delivered in common stock at the end of the service period based on the company's actual performance compared to the target metric and may be from 0% to 200% of the initial award; however for the 2010 to 2012 and 2011 to 2013 performance periods, the target metric was from 0% to 175% of the initial award. Compensation expense is recognized using the graded vesting method over the service period, which generally ranges between two and four years, and is adjusted each period based on the current estimate of performance compared to the target metric.

Restricted Stock

Subject to the terms and conditions of the Omnibus Plan, the Compensation Committee may grant shares of restricted stock and/or restricted stock units. Restricted stock units are similar to restricted stock except that no shares are actually awarded to the participant on the date of grant. Shares of restricted stock and/or restricted stock units awarded under the Omnibus Plan may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated until the end of the applicable period of restriction established by the Compensation Committee and specified in the award agreement (and in the case of restricted stock units until the date of delivery or other payment). Compensation expense is recognized on a straight-line basis as shares become free of forfeiture restrictions (i.e., vest) generally over a four-year period.

Non-Employee Director Awards

The company's Board shall set the amounts and types of equity awards that shall be granted to all non-employee directors on a periodic, nondiscriminatory basis pursuant to the Omnibus Plan, as well as any additional amounts, if any, to be awarded, also on a periodic, nondiscriminatory basis, based on each of the following: the number of committees of the Board on which a non-employee director serves, service of a non-employee director as the chair of a Committee of the Board, service of a non-employee director as Chairman of the Board or Lead Director, or the first selection or appointment of an individual to the Board as a non-employee director. Non-employee directors currently receive annual awards of fully-vested restricted stock units valued at $120. All restricted stock units are settled in common stock one year following the director's separation from the Board.

Unless a non-employee director gives notice setting forth a different percentage, 50% of each director's annual retainer fee is deferred and converted into units based on the fair market value of the company's stock as of the date it was payable. Upon a non-

employee director's termination of Board service, each unit in their deferral account will be converted into a share of company stock and distributed to the non-employee director as soon as practicable following such date.

Summary of Non-Vested Shares

The following information summarizes the changes in non-vested performance shares, performance units, restricted stock, and restricted stock units for 2011:

	Shares	Weighted Average Grant Date Fair Value
Non-vested shares at December 31, 2010	3,242,976	$ 22.07
Granted	1,084,667	36.42
Vested	(1,245,952)	20.47
Forfeited	(144,972)	27.87
Non-vested shares at December 31, 2011	2,936,719	27.76

As of December 31, 2011, there was $39,294 of total unrecognized compensation cost related to non-vested shares which is expected to be recognized over a weighted-average period of 2.1 years. The total fair value of shares vested during 2011, 2010, and 2009 was $48,055, $24,710, and $8,809, respectively.

Stock Ownership Plan

The company maintains a noncontributory employee stock ownership plan, which enables most North American employees to acquire shares of the company's common stock. Contributions, which are determined by the Board, are in the form of common stock or cash, which is used to purchase the company's common stock for the benefit of participating employees. Contributions to the plan in 2011 were $5,222. The company did not make any contributions to the plan in 2010 and 2009.

13. Employee Benefit Plans

Supplemental Executive Retirement Plans ("SERP")

The company maintains an unfunded Arrow SERP under which the company will pay supplemental pension benefits to certain employees upon retirement. There are 9 current and 16 former corporate officers participating in this plan. The Board determines those employees who are eligible to participate in the Arrow SERP.

The Arrow SERP, as amended, provides for the pension benefits to be based on a percentage of average final compensation, based on years of participation in the Arrow SERP. The Arrow SERP permits early retirement, with payments at a reduced rate, based on age and years of service subject to a minimum retirement age of 55. Participants whose accrued rights under the Arrow SERP, prior to the 2002 amendment, which were adversely affected by the amendment, will continue to be entitled to such greater rights.

The company acquired Wyle Electronics ("Wyle") in 2000. Wyle also sponsored an unfunded SERP for certain of its executives. Benefit accruals for the Wyle SERP were frozen as of December 31, 2000. There are 19 participants in this plan.

The company uses a December 31 measurement date for the Arrow SERP and the Wyle SERP. Pension information for the years ended December 31 is as follows:

	2011	2010
Accumulated benefit obligation	$ 62,891	$ 53,980
Changes in projected benefit obligation:		
Projected benefit obligation at beginning of year	$ 61,559	$ 57,052
Service cost (Arrow SERP)	1,525	1,642
Interest cost	3,308	3,202
Actuarial loss	5,602	2,961
Benefits paid	(3,521)	(3,298)
Projected benefit obligation at end of year	$ 68,473	$ 61,559
Funded status	$ (68,473)	$ (61,559)
Components of net periodic pension cost:		
Service cost (Arrow SERP)	$ 1,525	$ 1,642
Interest cost	3,308	3,202
Amortization of net loss	787	744
Amortization of prior service cost (Arrow SERP)	41	80
Amortization of transition obligation (Arrow SERP)	—	29
Net periodic pension cost	$ 5,661	$ 5,697
Weighted average assumptions used to determine benefit obligation:		
Discount rate	4.75%	5.50%
Rate of compensation increase (Arrow SERP)	5.00%	5.00%
Weighted average assumptions used to determine net periodic pension cost:		
Discount rate	5.50%	5.50%
Rate of compensation increase (Arrow SERP)	5.00%	5.00%

The amounts reported for net periodic pension cost and the respective benefit obligation amounts are dependent upon the actuarial assumptions used. The company reviews historical trends, future expectations, current market conditions, and external data to determine the assumptions. The discount rate represents the market rate for a high-quality corporate bond. The rate of compensation increase is determined by the company, based upon its long-term plans for such increases. The actuarial assumptions used to determine the net periodic pension cost are based upon the prior year's assumptions used to determine the benefit obligation.

Benefit payments are expected to be paid as follows:

2012	$ 3,869
2013	4,089
2014	4,050
2015	4,004
2016	4,206
2017-2021	25,209

Wyle Defined Benefit Plan

Wyle provided retirement benefits for certain employees under a defined benefit plan. Benefits under this plan were frozen as of December 31, 2000 and former participants were permitted to participate in the company's employee stock ownership and 401(k) plans. The company uses a December 31 measurement date for this plan. Pension information for the years ended December 31 is as follows:

	2011	2010
Accumulated benefit obligation	$ 118,191	$ 108,335
Changes in projected benefit obligation:		
Projected benefit obligation at beginning of year	$ 108,335	$ 108,124
Interest cost	5,767	5,770
Actuarial (gain)/loss	9,630	(162)
Benefits paid	(5,541)	(5,397)
Projected benefit obligation at end of year	$ 118,191	$ 108,335
Changes in plan assets:		
Fair value of plan assets at beginning of year	$ 80,362	$ 75,408
Actual return on plan assets	(2,956)	9,491
Company contributions	9,854	860
Benefits paid	(5,541)	(5,397)
Fair value of plan assets at end of year	$ 81,719	$ 80,362
Funded status	$ (36,472)	$ (27,973)
Components of net periodic pension cost:		
Interest cost	$ 5,767	$ 5,770
Expected return on plan assets	(6,524)	(5,992)
Amortization of net loss	1,041	3,114
Net periodic pension cost	$ 284	$ 2,892
Weighted average assumptions used to determine benefit obligation:		
Discount rate	4.75%	5.50%
Expected return on plan assets	7.50%	8.00%
Weighted average assumptions used to determine net periodic pension cost:		
Discount rate	5.50%	5.50%
Expected return on plan assets	8.00%	8.25%

The amounts reported for net periodic pension cost and the respective benefit obligation amounts are dependent upon the actuarial assumptions used. The company reviews historical trends, future expectations, current market conditions, and external data to determine the assumptions. The discount rate represents the market rate for a high-quality corporate bond. The expected return on plan assets is based on current and expected asset allocations, historical trends, and expected returns on plan assets. The actuarial assumptions used to determine the net periodic pension cost are based upon the prior year's assumptions used to determine the benefit obligation.

The company makes contributions to the plan so that minimum contribution requirements, as determined by government regulations, are met. The company made contributions of $9,854 and $860 in 2011 and 2010, respectively, and expects to make estimated contributions of $4,379 in 2012.

Benefit payments are expected to be paid as follows:

2012	$ 6,336
2013	6,429
2014	6,543
2015	6,627
2016	6,819
2017-2021	35,547

The fair values of the company's pension plan assets at December 31, 2011, utilizing the fair value hierarchy discussed in Note 7 are as follows:

	Level 1	Level 2	Level 3	Total
Cash Equivalents:				
Common collective trusts	$ —	$ 1,058	$ —	$ 1,058
Equities:				
U.S. common stocks	28,102	—	—	28,102
International mutual funds	10,665	—	—	10,665
Index mutual funds	10,436	—	—	10,436
Fixed Income:				
Mutual funds	24,181	—	—	24,181
Insurance contracts	—	7,277	—	7,277
Total	$ 73,384	$ 8,335	$ —	$ 81,719

The fair values of the company's pension plan assets at December 31, 2010, utilizing the fair value hierarchy discussed in Note 7 are as follows:

	Level 1	Level 2	Level 3	Total
Cash Equivalents:				
Common collective trusts	$ —	$ 843	$ —	$ 843
Equities:				
U.S. common stocks	29,802	—	—	29,802
International mutual funds	12,173	—	—	12,173
Index mutual funds	12,410	—	—	12,410
Fixed Income:				
Mutual funds	23,214	—	—	23,214
Insurance contracts	—	1,920	—	1,920
Total	$ 77,599	$ 2,763	$ —	$ 80,362

The investment portfolio contains a diversified blend of common stocks, bonds, cash equivalents, and other investments, which may reflect varying rates of return. The investments are further diversified within each asset classification. The portfolio diversification provides protection against a single security or class of securities having a disproportionate impact on aggregate performance. The long-term target allocations for plan assets are 65% in equities and 35% in fixed income, although the actual plan asset allocations may be within a range around these targets. The actual asset allocations are reviewed and rebalanced on a periodic basis to maintain the target allocations.

Comprehensive Income Items

In 2011, 2010, and 2009, actuarial (gains)/losses of $15,228, $(368), and $(1,038), respectively, were recognized in comprehensive income, net of related taxes, related to the company's defined benefit plans. In 2011, 2010, and 2009, the following amounts were recognized as a reclassification adjustment of comprehensive income, net of related taxes, as a result of being recognized in net periodic pension cost: transition obligation of $0, $18, and $251, respectively, prior service cost of $19, $43, and $186, respectively, and an actuarial loss of $1,103, $2,369, and $2,019, respectively.

Included in accumulated other comprehensive at December 31, 2011 and 2010 are the following amounts, net of related taxes, that have not yet been recognized in net periodic pension cost: unrecognized prior service costs of $44 and $63, respectively, and unrecognized actuarial losses of $40,243 and $26,332, respectively.

The prior service cost and actuarial loss included in accumulated other comprehensive loss, net of related taxes, which are expected to be recognized in net periodic pension cost for the year ended December 31, 2012 are $19 and $2,180, respectively.

Defined Contribution Plan

The company has a defined contribution plan for eligible employees, which qualifies under Section 401(k) of the Internal Revenue Code. The company's contribution to the plan, which is based on a specified percentage of employee contributions, amounted to $10,063, $8,870, and $7,821 in 2011, 2010, and 2009, respectively. Certain international subsidiaries maintain separate defined contribution plans for their employees and made contributions thereunder, which amounted to $25,265, $20,714, and $17,900 in 2011, 2010, and 2009, respectively.

14. Lease Commitments

The company leases certain office, distribution, and other property under non-cancelable operating leases expiring at various dates through 2023. Rental expense under non-cancelable operating leases, net of sublease income, amounted to $74,882, $60,286, and $57,612 in 2011, 2010, and 2009, respectively.

Aggregate minimum rental commitments under all non-cancelable operating leases, exclusive of real estate taxes, insurance, and leases related to facilities closed as a result of the integration of acquired businesses and the restructuring of the company, are as follows:

2012	$	61,749
2013		50,182
2014		32,312
2015		23,222
2016		15,468
Thereafter		26,555

15. Contingencies

Settlement of Legal Matter

During 2011, the company recorded a charge of $5,875 ($3,609 net of related taxes or $.03 per share on both a basic and diluted basis) in connection with the settlement of a legal matter, inclusive of related legal costs. This matter related to a customer dispute that originated in 1997. The company had successfully defended itself in a trial, but the verdict was subsequently overturned, in part, by an appellate court and remanded for a new trial. The company ultimately decided to settle this matter to avoid further legal expense and the burden on management's time that such a trial would entail.

Tekelec Matter

In 2000, the company purchased Tekelec Europe SA ("Tekelec") from Tekelec Airtronic SA and certain other selling shareholders. Subsequent to the closing of the acquisition, Tekelec received a product liability claim in the amount of €11,333. The product liability claim was the subject of a French legal proceeding started by the claimant in 2002, under which separate determinations were made as to whether the products that are subject to the claim were defective and the amount of damages sustained by the purchaser. The manufacturer of the products also participated in this proceeding. The claimant has commenced legal proceedings against Tekelec and its insurers to recover damages in the amount of €3,742 and expenses of €312 plus interest. The company believes that any amount in addition to the amount accrued by the company would not materially adversely impact the company's consolidated financial position, liquidity, or results of operations.

Environmental and Related Matters

Wyle Claims

In connection with the 2000 purchase of Wyle from the VEBA Group ("VEBA"), the company assumed certain of the then outstanding obligations of Wyle, including Wyle's 1994 indemnification of the purchasers of its Wyle Laboratories division for environmental clean-up costs associated with any then existing contamination or violation of environmental regulations. Under the terms of the company's purchase of Wyle from VEBA, VEBA agreed to indemnify the company for costs associated with the Wyle environmental indemnities, among other things. The company is aware of two Wyle Laboratories facilities (in Huntsville, Alabama and Norco, California) at which contaminated groundwater was identified. Each site will require remediation, the final form and cost of which is undetermined.

Wyle Laboratories has demanded indemnification from the company with respect to the work at both sites (and in connection with the litigation discussed below), and the company has, in turn, demanded indemnification from VEBA. VEBA merged with a publicly-traded, German conglomerate in June 2000. The combined entity, now known as E.ON AG, remains responsible for VEBA's liabilities. E.ON AG acknowledged liability under the terms of the VEBA contract in connection with the Norco and Huntsville sites and made an initial, partial payment. Neither the company's demands for subsequent payments nor its demand for defense and indemnification in the related litigation and other costs associated with the Norco site were met.

Related Litigation

In October 2005, the company filed suit against E.ON AG in the Frankfurt am Main Regional Court in Germany. The suit seeks indemnification, contribution, and a declaration of the parties' respective rights and obligations in connection with the Riverside County litigation (discussed below) and other costs associated with the Norco site. In its answer to the company's claim filed in March 2009 in the German proceedings, E.ON AG filed a counterclaim against the company for approximately $16,000. The company believes it has reasonable defenses to the counterclaim and plans to defend its position vigorously. The company believes that the ultimate resolution of the counterclaim will not materially adversely impact the company's consolidated financial position, liquidity, or results of operations. The litigation is currently suspended while the company engages in a court-facilitated mediation with E.ON AG. The mediation commenced in December 2009 and is ongoing.

The company was named as a defendant in several suits related to the Norco facility, all of which were consolidated for pre-trial purposes. In January 2005, an action was filed in the California Superior Court in Riverside County, California (Gloria Austin, *et al*. v. Wyle Laboratories, Inc. *et al*.). Approximately 90 plaintiff landowners and residents sued a number of defendants under a variety of theories for unquantified damages allegedly caused by environmental contamination at and around the Norco site. Also filed in the Superior Court in Riverside County were Jimmy Gandara, *et al.* v. Wyle Laboratories, Inc. *et al.* in January 2006, and Lisa Briones, *et al*. v. Wyle Laboratories, Inc. *et al*. in May 2006; both of which contain allegations similar to those in the Austin case on behalf of approximately 20 additional plaintiffs. All of these matters have now been resolved to the satisfaction of the parties.

The company was also named as a defendant in a lawsuit filed in September 2006 in the United States District Court for the Central District of California (Apollo Associates, L.P., *et anno.* v. Arrow Electronics, Inc. *et al.*) in connection with alleged contamination at a third site, an industrial building formerly leased by Wyle Laboratories, in El Segundo, California. The lawsuit was settled, though the possibility remains that government entities or others may attempt to involve the company in further characterization or remediation of groundwater issues in the area.

Environmental Matters - Huntsville

Characterization of the extent of contaminated soil and groundwater continues at the site in Huntsville, Alabama. Under the direction of the Alabama Department of Environmental Management, approximately $4,000 was spent to date. The pace of the ongoing remedial investigations, project management and regulatory oversight is likely to increase somewhat and though the

complete scope of the activities is not yet known, the company currently estimates additional investigative and related expenditures at the site of approximately $500 to $750. The nature and scope of both feasibility studies and subsequent remediation at the site has not yet been determined, but assuming the outcome includes source control and certain other measures, the cost is estimated to be between $3,000 and $4,000.

Despite the amount of work undertaken and planned to date, the company is unable to estimate any potential costs in addition to those discussed above because the complete scope of the work is not yet known, and, accordingly, the associated costs have yet to be determined.

Environmental Matters - Norco

In October 2003, the company entered into a consent decree with Wyle Laboratories and the California Department of Toxic Substance Control (the "DTSC") in connection with the Norco site. In April 2005, a Remedial Investigation Work Plan was approved by DTSC that provided for site-wide characterization of known and potential environmental issues. Investigations performed in connection with this work plan and a series of subsequent technical memoranda continued until the filing of a final Remedial Investigation Report early in 2008. The development of a final Remedial Action Work Plan is ongoing. Approximately $30,000 was expended to date on project management, regulatory oversight, and investigative and feasibility study activities. The company currently estimates that the additional cost of project management and regulatory oversight will range from $200 to $300. Project management and regulatory oversight include costs incurred by Wyle Laboratories and project consultants for project management and costs billed by DTSC to provide regulatory oversight. Ongoing remedial investigations (including costs related to soil and groundwater investigations), and the preparation of a final remedial investigation report are projected to cost between $250 to $500.

Work is under way pertaining to the remediation of contaminated groundwater at certain areas on the Norco site and of soil gas in a limited area immediately adjacent to the site. In 2008, a hydraulic containment system was installed to capture and treat groundwater before it moves into the adjacent offsite area. Approximately $11,000 was expended on remediation to date, and it is anticipated that these activities, along with the initial phases of the treatment of contaminated groundwater in the offsite area and remaining Remedial Action Work Plan costs, will give rise to an additional estimated $12,500 to $24,250.

Despite the amount of work undertaken and planned to date, the company is unable to estimate any potential costs in addition to those discussed above because the complete scope of the work under the consent decree is not yet known, and, accordingly, the associated costs have yet to be determined.

Impact on Financial Statements

The company believes that any cost which it may incur in connection with environmental conditions at the Norco, Huntsville, and El Segundo sites and the related litigation is covered by the contractual indemnifications (except, under the terms of the environmental indemnification, for the first $450), discussed above. The company believes that the recovery of costs incurred to date associated with the environmental clean-up of the Norco and Huntsville sites, is probable. Accordingly, the company increased the receivable for amounts due from E.ON AG by $4,751 during 2011 to $48,954. The company's net costs for such indemnified matters may vary from period to period as estimates of recoveries are not always recognized in the same period as the accrual of estimated expenses.

As successor-in-interest to Wyle, the company is the beneficiary of various Wyle insurance policies that covered liabilities arising out of operations at Norco and Huntsville. Certain of the insurance carriers implicated in the Riverside County litigation have undertaken substantial portions of the defense of the company, and the company has recovered approximately $13,000 from them to date. However, the company has sued certain other umbrella liability policy carriers because they have yet to make payment on claims filed by the company. These disputes generally relate to the umbrella liability policy carriers' proportional share of the total liability as opposed to the applicability of coverage.

The company believes strongly in the merits of its positions regarding the E.ON AG indemnity and the liabilities of the insurance carriers.

Also included in the proceedings against E.ON AG is a claim for the reimbursement of pre-acquisition tax liabilities of Wyle in the amount of $8,729 for which E.ON AG is also contractually liable to indemnify the company. E.ON AG has specifically acknowledged owing the company not less than $6,335 of such amounts, but its promises to make payments of at least that amount were not kept. The company also believes that the recovery of these amounts is probable.

In connection with the acquisition of Wyle, the company acquired a $4,495 tax receivable due from E.ON AG (as successor to VEBA) in respect of certain tax payments made by Wyle prior to the effective date of the acquisition, the recovery of which the company also believes is probable.

The receivable for amounts due from E.ON AG for the previously mentioned tax and environmental matters and related litigation are included in "Other Assets" on the company's consolidated balance sheets. The company's basis for the conclusion that recovery of these amounts are probable is based upon its determination that it has appropriate legal rights to seek reimbursement under the indemnification agreement with E.ON AG, as well as the company's ability to seek reimbursement under the various Wyle insurance policies. The timing of the collection of these amounts is contingent upon resolution of the court-facilitated mediation or litigation with E.ON AG, the completion of settlement agreements with certain insurers, and the resolution of litigation currently pending with certain other insurance carriers. The resolution of these matters could likely take several years.

Other

From time to time, in the normal course of business, the company may become liable with respect to other pending and threatened litigation, environmental, regulatory, labor, product, and tax matters. While such matters are subject to inherent uncertainties, it is not currently anticipated that any such matters will materially impact the company's consolidated financial position, liquidity, or results of operations.

16. Segment and Geographic Information

The company is a global provider of products, services, and solutions to industrial and commercial users of electronic components and enterprise computing solutions. The company distributes electronic components to original equipment manufacturers and contract manufacturers through its global components business segment and provides enterprise computing solutions to value-added resellers through its global ECS business segment. As a result of the company's philosophy of maximizing operating efficiencies through the centralization of certain functions, selected fixed assets and related depreciation, as well as borrowings, are not directly attributable to the individual operating segments and are included in the corporate business segment.

Sales and operating income (loss), by segment, for the years ended December 31 are as follows:

	2011	2010	2009
Sales:			
Global components	$ 14,853,823	$ 13,168,381	$ 9,751,305
Global ECS	6,536,441	5,576,295	4,932,796
Consolidated	$ 21,390,264	$ 18,744,676	$ 14,684,101
Operating income (loss):			
Global components	$ 823,774	$ 715,333	$ 318,866
Global ECS	262,893	191,489	167,748
Corporate (a)	(177,824)	(156,047)	(213,827)
Consolidated	$ 908,843	$ 750,775	$ 272,787

(a) Includes restructuring, integration, and other charges of $37,811, $33,494, and $105,514 in 2011, 2010, and 2009, respectively. Also included in 2011 is a charge of $5,875 related to the settlement of a legal matter.

Total assets, by segment, at December 31 are as follows:

	2011	2010
Global components	$ 5,974,174	$ 5,862,386
Global ECS	3,206,788	2,836,006
Corporate	648,117	902,146
Consolidated	$ 9,829,079	$ 9,600,538

Sales, by geographic area, for the years ended December 31 are as follows:

	2011	2010	2009
Americas (b)	$ 10,576,106	$ 9,111,557	$ 7,056,745
EMEA	6,889,479	5,633,508	4,248,049
Asia/Pacific	3,924,679	3,999,611	3,379,307
Consolidated	$ 21,390,264	$ 18,744,676	$ 14,684,101

(b) Includes sales related to the United States of $9,706,593, $8,254,191, and $6,374,447 in 2011, 2010, and 2009, respectively.

Net property, plant and equipment, by geographic area, is as follows:

	2011	2010
Americas (c)	$ 479,420	$ 431,066
EMEA	56,552	55,607
Asia/Pacific	20,257	18,867
Consolidated	$ 556,229	$ 505,540

(c) Includes net property, plant and equipment related to the United States of $478,376 and $429,922 at December 31, 2011 and 2010, respectively.

17. Quarterly Financial Data (Unaudited)

The company operates on a quarterly interim reporting calendar that closes on the Saturday following the end of the calendar quarter.

A summary of the company's consolidated quarterly results of operations is as follows:

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
2011				
Sales	$ 5,223,003	$ 5,539,931	$ 5,186,857	$ 5,440,473
Gross profit	722,508	770,147	711,139	744,809
Net income attributable to shareholders	136,309 (b)	156,197 (c)	132,216 (d)	174,088 (e)
Net income per share (a):				
Basic	$ 1.18 (b)	$ 1.35 (c)	$ 1.17 (d)	$ 1.55 (e)
Diluted	$ 1.16 (b)	$ 1.33 (c)	$ 1.15 (d)	$ 1.53 (e)
2010				
Sales	$ 4,235,366	$ 4,613,307	$ 4,657,841	$ 5,238,162
Gross profit	537,933	588,476	608,794	683,404
Net income attributable to shareholders	87,046 (f)	116,193 (g)	118,502 (h)	157,889 (i)
Net income per share (a):				
Basic	$ .72 (f)	$ .97 (g)	$ 1.01 (h)	$ 1.37 (i)
Diluted	$ .71 (f)	$ .96 (g)	$ 1.00 (h)	$ 1.34 (i)

(a) Quarterly net income per share is calculated using the weighted average number of shares outstanding during each quarterly period, while net income per share for the full year is calculated using the weighted average number of shares outstanding during the year. Therefore, the sum of the net income per share for each of the four quarters may not equal the net income per share for the full year.

(b) Includes restructuring, integration, and other charges ($7,199 net of related taxes or $.06 per share on both a basic and diluted basis), a charge related to the settlement of a legal matter ($3,609 net of related taxes or $.03 per share on both a basic and diluted basis), and a gain on bargain purchase ($1,078 net of related taxes or $.01 per share on both a basic and diluted basis).

(c) Includes restructuring, integration, and other charges ($3,584 net of related taxes or $.03 per share on both a basic and diluted basis).

(d) Includes restructuring, integration, and other charges ($6,048 net of related taxes or $.05 per share on both a basic and diluted basis).

(e) Includes restructuring, integration, and other charges ($11,223 net of related taxes or $.10 per share on both a basic and diluted basis), an adjustment to the gain on bargain purchase recorded in the first quarter of 2011 ($410 net of related taxes), a loss on prepayment of debt ($549 net of related taxes), and a net reduction in the provision for income taxes ($28,928 net of related taxes or $.26 and $.25 per share on a basic and diluted basis, respectively) principally due to a reversal of valuation allowance on certain international deferred tax assets.

(f) Includes restructuring, integration, and other charges ($5,545 net of related taxes or $.05 per share on both a basic and diluted basis).

(g) Includes restructuring, integration, and other charges ($4,095 net of related taxes or $.03 per share on both a basic and diluted basis) and a loss on prepayment of debt ($964 net of related taxes or $.01 per share on both a basic and diluted basis).

(h) Includes restructuring, integration, and other charges ($9,506 net of related taxes or $.08 per share on both a basic and diluted basis).

(i) Includes restructuring, integration, and other charges ($5,459 net of related taxes or $.05 per share on both a basic and diluted basis), as well as a net reduction of the provision for income taxes ($9,404 net of related taxes or $.08 per share on both a basic and diluted basis) and a reduction of interest expense ($2,312 net of related taxes or $.02 per share on both a basic and diluted basis) primarily related to the settlement of certain income tax matters covering multiple years.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.

None.

Item 9A. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures

The company's management, under the supervision and with the participation of the company's Chief Executive Officer and Chief Financial Officer, carried out an evaluation of the effectiveness of the design and operation of the company's disclosure controls and procedures as of December 31, 2011 (the "Evaluation"). Based upon the Evaluation, the company's Chief Executive Officer and Chief Financial Officer concluded that the company's disclosure controls and procedures (as defined in Rule 13a-15(e) of the Securities Exchange Act of 1934) are effective.

Management's Report on Internal Control Over Financial Reporting

The company's management is responsible for establishing and maintaining adequate "internal control over financial reporting" (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)). Management evaluates the effectiveness of the company's internal control over financial reporting using the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission in Internal Control - Integrated Framework. Management, under the supervision and with the participation of the company's Chief Executive Officer and Chief Financial Officer, assessed the effectiveness of the company's internal control over financial reporting as of December 31, 2011, and concluded that it is effective.

The company acquired eight separate entities over the course of the year ended December 31, 2011, which are included in the company's 2011 consolidated financial statements and constituted 6.0 percent of total assets as of December 31, 2011 and 4.7 percent of the company's consolidated sales and 3.4 percent of the company's consolidated net income attributable to shareholders for the year ended December 31, 2011. The company has excluded these eight entities from its annual assessment of and conclusion on the effectiveness of the company's internal control over financial reporting.

The company's independent registered public accounting firm, Ernst & Young LLP, has audited the effectiveness of the company's internal control over financial reporting as of December 31, 2011, as stated in their report, which is included herein.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Shareholders
Arrow Electronics, Inc.

We have audited Arrow Electronics, Inc.'s (the "company") internal control over financial reporting as of December 31, 2011, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (the COSO criteria). The company's management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the company's assets that could have a material effect on the financial statements.

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

As indicated in the accompanying Management's Report on Internal Control Over Financial Reporting, management's assessment of and conclusion on the effectiveness of internal control over financial reporting did not include the internal controls of eight separate entities that were acquired over the course of the year ended December 31, 2011, which are included in the company's 2011 consolidated financial statements and constituted 6.0 percent of total assets as of December 31, 2011 and 4.7 percent of the sales and 3.4 percent of the net income attributable to shareholders for the year then ended. Our audit of internal control over financial reporting of the company also did not include an evaluation of the internal control over financial reporting of these eight entities.

In our opinion, Arrow Electronics, Inc. maintained, in all material respects, effective internal control over financial reporting as of December 31, 2011, based on the COSO criteria**.**

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of Arrow Electronics, Inc. as of December 31, 2011 and 2010, and the related consolidated statements of operations, equity, and cash flows for each of the three years in the period ended December 31, 2011 and our report dated February 1, 2012 expressed an unqualified opinion thereon.

/s/ ERNST & YOUNG LLP

New York, New York
February 1, 2012

Changes in Internal Control Over Financial Reporting

During the fourth quarter of 2011, the company completed the process of installing a new enterprise resource planning ("ERP") system in a select operation in Europe as part of a phased implementation schedule. This new ERP system, which will replace multiple legacy systems of the company, is expected to be implemented globally over the next several years. The implementation of this new ERP system involves changes to the company's procedures for internal control over financial reporting. The company follows a system implementation life cycle process that requires significant pre-implementation planning, design, and testing. The company also conducts extensive post-implementation monitoring, testing, and process modifications to ensure the effectiveness of internal controls over financial reporting, and the company did not experience any significant difficulties to date in connection with this implementation.

There were no other changes in the company's internal control over financial reporting that occurred during the company's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting.

Item 9B. Other Information.

None.

PART III

Item 10. Directors, Executive Officers and Corporate Governance.

See "Executive Officers" in Part I of this Annual Report on Form 10-K. In addition, the information set forth under the headings "Election of Directors" and "Section 16(a) Beneficial Ownership Reporting Compliance" in the company's Proxy Statement, filed in connection with the Annual Meeting of Shareholders scheduled to be held on May 4, 2012, are incorporated herein by reference.

Information about the company's audit committee financial experts set forth under the heading "The Board and its Committees" in the company's Proxy Statement, filed in connection with the Annual Meeting of Shareholders scheduled to be held on May 4, 2012, is incorporated herein by reference.

Information about the company's code of ethics governing the Chief Executive Officer, Chief Financial Officer, and Corporate Controller, known as the "Finance Code of Ethics," as well as a code of ethics governing all employees, known as the "Worldwide Code of Business Conduct and Ethics," is available free-of-charge on the company's website at http://www.arrow.com and is available in print to any shareholder upon request.

Information about the company's "Corporate Governance Guidelines" and written committee charters for the company's Audit Committee, Compensation Committee, and Corporate Governance Committee is available free-of-charge on the company's website at http://www.arrow.com and is available in print to any shareholder upon request.

Item 11. Executive Compensation.

The information required by Item 11 is included in the company's Proxy Statement filed in connection with the Annual Meeting of Shareholders scheduled to be held on May 4, 2012, and is incorporated herein by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters.

The information required by Item 12 is included in the company's Proxy Statement filed in connection with the Annual Meeting of Shareholders scheduled to be held on May 4, 2012, and is incorporated herein by reference.

Item 13. Certain Relationships and Related Transactions, and Director Independence.

The information required by Item 13 is included in the company's Proxy Statement filed in connection with the Annual Meeting of Shareholders scheduled to be held on May 4, 2012, and is incorporated herein by reference.

Item 14. Principal Accounting Fees and Services.

The information required by Item 14 is included in the company's Proxy Statement filed in connection with the Annual Meeting of Shareholders scheduled to be held on May 4, 2012, and is incorporated herein by reference.

PART IV

Item 15. Exhibits and Financial Statement Schedules.

(a)	The following documents are filed as part of this report:	Page
	1. Financial Statements.	
	Report of Independent Registered Public Accounting Firm	40
	Consolidated Statements of Operations for the years ended December 31, 2011, 2010, and 2009	41
	Consolidated Balance Sheets as of December 31, 2011 and 2010	42
	Consolidated Statements of Cash Flows for the years ended December 31, 2011, 2010, and 2009	43
	Consolidated Statements of Equity for the years ended December 31, 2011, 2010, and 2009	44
	Notes to Consolidated Financial Statements	46
	2. Financial Statement Schedule.	
	Schedule II - Valuation and Qualifying Accounts	94

All other schedules are omitted since the required information is not present, or is not present in amounts sufficient to require submission of the schedule, or because the information required is included in the consolidated financial statements, including the notes thereto.

3. Exhibits.

See Index of Exhibits included on pages 88 - 93

INDEX OF EXHIBITS

Exhibit Number	Exhibit
2(a)	Share Purchase Agreement, dated as of August 7, 2000, among VEBA Electronics GmbH, EBV Verwaltungs GmbH i.L., Viterra Grundstucke Verwaltungs GmbH, VEBA Electronics LLC, VEBA Electronics Beteiligungs GmbH, VEBA Electronics (UK) Plc, Raab Karcher Electronics Systems Plc and E.ON AG and Arrow Electronics, Inc., Avnet, Inc., and Cherrybright Limited regarding the sale and purchase of the VEBA electronics distribution group (incorporated by reference to Exhibit 2(i) to the company's Annual Report on Form 10-K for the year ended December 31, 2000, Commission File No. 1-4482).
3(a)(i)	Restated Certificate of Incorporation of the company, as amended (incorporated by reference to Exhibit 3(a) to the company's Annual Report on Form 10-K for the year ended December 31, 1994, Commission File No. 1-4482).
3(a)(ii)	Certificate of Amendment of the Certificate of Incorporation of Arrow Electronics, Inc., dated as of August 30, 1996 (incorporated by reference to Exhibit 3 to the company's Quarterly Report on Form 10-Q for the quarter ended September 30, 1996, Commission File No. 1-4482).
3(a)(iii)	Certificate of Amendment of the Restated Certificate of Incorporation of the company, dated as of October 12, 2000 (incorporated by reference to Exhibit 3(a)(iii) to the company's Annual Report on Form 10-K for the year ended December 31, 2000, Commission File No. 1-4482).
3(b)	Amended Corporate By-Laws, dated July 29, 2004 (incorporated by reference to Exhibit 3(ii) to the company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2004, Commission File No. 1-4482).
4(a)(i)	Indenture, dated as of January 15, 1997, between the company and The Bank of New York Mellon (formerly, the Bank of Montreal Trust Company), as Trustee (incorporated by reference to Exhibit 4(b)(i) to the company's Annual Report on Form 10-K for the year ended December 31, 1996, Commission File No. 1-4482).
4(a)(ii)	Officers' Certificate, as defined by the Indenture in 4(a)(i) above, dated as of January 22, 1997, with respect to the company's $200,000,000 7% Senior Notes due 2007 and $200,000,000 7 1/2% Senior Debentures due 2027 (incorporated by reference to Exhibit 4(b)(ii) to the company's Annual Report on Form 10-K for the year ended December 31, 1996, Commission File No. 1-4482).
4(a)(iii)	Officers' Certificate, as defined by the Indenture in 4(a)(i) above, dated as of January 15, 1997, with respect to the $200,000,000 6 7/8% Senior Debentures due 2018, dated as of May 29, 1998 (incorporated by reference to Exhibit 4(b)(iii) to the company's Annual Report on Form 10-K for the year ended December 31, 1998, Commission File No. 1-4482).
4(a)(iv)	Supplemental Indenture, dated as of February 21, 2001, between the company and The Bank of New York (as successor to the Bank of Montreal Trust Company), as trustee (incorporated by reference to Exhibit 4.2 to the company's Current Report on Form 8-K, dated March 12, 2001, Commission File No. 1-4482).
4(a)(v)	Supplemental Indenture, dated as of December 31, 2001, between the company and The Bank of New York (as successor to the Bank of Montreal Trust Company), as trustee (incorporated by reference to Exhibit 4(b)(vi) to the company's Annual Report on Form 10-K for the year ended December 31, 2001, Commission File No. 1-4482).

4(a)(vi)	Supplemental Indenture, dated as of March 11, 2005, between the company and The Bank of New York (as successor to the Bank of Montreal Trust Company), as trustee (incorporated by reference to Exhibit 4(b)(vii) to the company's Annual Report on Form 10-K for the year ended December 31, 2004, Commission File No. 1-4482).

4(a)(vii) Supplemental Indenture, dated as of September 30, 2009, between the company and The Bank of New York (as successor to the Bank of Montreal Trust Company), as trustee (incorporated by reference to Exhibit 4.1 to the company's Current Report on Form 8-K dated September 29, 2009, Commission File No. 1-4482).

4(a)(viii) Supplemental Indenture, dated as of November 3, 2010, between the company and The Bank of New York (as successor to the Bank of Montreal Trust Company), as trustee (incorporated by reference to Exhibit 4.1 to the company's Current Report on Form 8-K dated November 2, 2010, Commission File No. 1-4482).

10(a) Arrow Electronics Savings Plan, as amended and restated on September 9, 2009 (incorporated by reference to Exhibit 10(a) to the company's Quarterly Report on Form 10-Q for the quarter ended October 3, 2009, Commission File No. 1-4482).

10(b) Wyle Electronics Retirement Plan, as amended and restated on September 9, 2009 (incorporated by reference to Exhibit 10(b) to the company's Quarterly Report on Form 10-Q for the quarter ended October 3, 2009, Commission File No. 1-4482).

10(c) Arrow Electronics Stock Ownership Plan, as amended and restated on September 9, 2009 (incorporated by reference to Exhibit 10(c) to the company's Quarterly Report on Form 10-Q for the quarter ended October 3, 2009, Commission File No. 1-4482).

10(d)(i) Arrow Electronics, Inc. 2004 Omnibus Incentive Plan (as amended through February 25, 2010)(incorporated by reference to Exhibit 10(d)(i) to the company's Annual Report on Form 10-K for the year ended December 31, 2010, Commission File No. 1-4482).

10(d)(ii) Form of Stock Option Award Agreement under 10(d)(i) above (incorporated by reference to Exhibit 10-0 to the company's Current Report on Form 8-K, dated March 23, 2006, Commission File No. 1-4482).

10(d)(iii) Form of Performance Share Award Agreement under 10(d)(i) above (incorporated by reference to Exhibit 10-0 to the company's Current Report on Form 8-K, dated August 31, 2005, Commission File No. 1-4482).

10(d)(iv) Form of Restricted Stock Award Agreement under 10(d)(i) above (incorporated by reference to Exhibit 10-0 to the company's Current Report on Form 8-K, dated September 14, 2005, Commission File No. 1-4482).

10(e)(i) Arrow Electronics, Inc. Stock Option Plan, as amended and restated effective February 27, 2002 (incorporated by reference to Exhibit 10(d)(i) to the company's Annual Report on Form 10-K for the year ended December 31, 2002, Commission File No. 1-4482).

10(e)(ii) Paying Agency Agreement, dated November 11, 2003, by and between Arrow Electronics, Inc. and Wachovia Bank, N.A. (incorporated by reference to Exhibit 10(d)(iii) to the company's Annual Report on Form 10-K for the year ended December 31, 2003, Commission File No. 1-4482).

10(f) 2002 Non-Employee Directors Stock Option Plan as of May 23, 2002 (incorporated by reference to Exhibit 10(f) to the company's Annual Report on Form 10-K for the year ended December 31, 2002, Commission File No. 1-4482).

10(g) Non-Employee Directors Deferral Plan as of May 15, 1997 (incorporated by reference to Exhibit 99(d) to the company's Registration Statement on Form S-8, Registration No. 333-45631).

10(h) Arrow Electronics, Inc. Supplemental Executive Retirement Plan, as amended effective January 1, 2009 (incorporated by reference to Exhibit 10(i) to the company's Annual Report on Form 10-K for the year ended December 31, 2009, Commission File No. 1-4482).

10(i) Arrow Electronics, Inc. Executive Deferred Compensation Plan amended and restated effective January 1, 2009.

10(j)(i) Employment Agreement, dated as of December 30, 2008, by and between the company and Michael J. Long (incorporated by reference to Exhibit 10(k)(i) to the company's Annual Report on Form 10-K for the year ended December 31, 2008, Commission File No. 1-4482).

10(j)(ii) Employment Agreement, dated as of December 30, 2008, by and between the company and Peter S. Brown (incorporated by reference to Exhibit 10(k)(ii) to the company's Annual Report on Form 10-K for the year ended December 31, 2008, Commission File No. 1-4482).

10(j)(iii) Employment Agreement, dated as of December 30, 2008, by and between the company and Paul J. Reilly (incorporated by reference to Exhibit 10(k)(iii) to the company's Annual Report on Form 10-K for the year ended December 31, 2008, Commission File No. 1-4482).

10(j)(iv) Employment Agreement, dated as of December 30, 2008, by and between the company and Andrew S. Bryant (incorporated by reference to Exhibit 10(k)(v) to the company's Annual Report on Form 10-K for the year ended December 31, 2009, Commission File No. 1-4482).

10(j)(v) Employment Agreement, dated as of December 30, 2008, by and between the company and Peter Kong (incorporated by reference to Exhibit 10(k)(vi) to the company's Annual Report on Form 10-K for the year ended December 31, 2009, Commission File No. 1-4482).

10(j)(vi) Employment Agreement, dated as of December 30, 2008, by and between the company and M. Catherine Morris.

10(j)(vii) Employment Agreement, dated as of December 30, 2008, by and between the company and Vincent Melvin.

10(j)(viii) Offer Letter and Term Sheet, dated as of October 1, 2011, by and between the company and Gretchen Zech.

10(j)(ix) Form of agreement providing extended separation benefits under certain circumstances between the company and certain employees party to employment agreements, including the employees listed in 10(j)(i)-(viii) above (incorporated by reference to Exhibit 10(k)(vii) to the company's Annual Report on Form 10-K for the year ended December 31, 2009, Commission File No. 1-4482).

10(j)(x) Grantor Trust Agreement, as amended and restated on November 11, 2003, by and between Arrow Electronics, Inc. and Wachovia Bank, N.A. (incorporated by reference to Exhibit 10(i)(xvii) to the company's Annual Report on Form 10-K for the year ended December 31, 2003, Commission File No. 1-4482).

10(j)(xi) First Amendment, dated September 17, 2004, to the amended and restated Grantor Trust Agreement in 10(j)(x) above by and between Arrow Electronics, Inc. and Wachovia Bank, N.A. (incorporated by reference to Exhibit 10(a) to the company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2004, Commission File No. 1-4482).

10(k) 6.875% Senior Exchange Notes due 2013, dated as of June 25, 2003, among Arrow Electronics, Inc. and Goldman, Sachs & Co.; JPMorgan; and Bank of America Securities LLC, as joint book-running managers; Credit Suisse First Boston, as lead manager; and Fleet Securities, Inc.; HSBC, Scotia Capital; and Wachovia Securities, as co-managers (incorporated by reference to Exhibit 99.1 to the company's Current Report on Form 8-K dated June 25, 2003, Commission File No. 1-4482).

10(l) Five-Year Credit Agreement, dated as of August 19, 2011, among Arrow Electronics, Inc. and certain of its subsidiaries, as borrowers, the lenders from time to time party thereto, JPMorgan Chase Bank, N.A., as administrative agent and BNP Paribas, Bank of America, N.A., The Bank of Nova Scotia and The Bank of Tokyo-Mitsubishi UFJ, Ltd. as syndication agents (incorporated by reference to Exhibit 10(a) to the company's Quarterly Report on Form 10-Q for the quarter ended October 1, 2011, Commission File No. 1-4482).

10(m)(i) Transfer and Administration Agreement, dated as of March 21, 2001, by and among Arrow Electronics Funding Corporation, Arrow Electronics, Inc., individually and as Master Servicer, the several Conduit Investors, Alternate Investors and Funding Agents and Bank of America, National Association, as administrative agent (incorporated by reference to Exhibit 10(m)(i) to the company's Annual Report on Form 10-K for the year ended December 31, 2001, Commission File No. 1-4482).

10(m)(ii) Amendment No. 1 to the Transfer and Administration Agreement, dated as of November 30, 2001, to the Transfer and Administration Agreement in (10)(m)(i) above (incorporated by reference to Exhibit 10(m)(ii) to the company's Annual Report on Form 10-K for the year ended December 31, 2001, Commission File No. 1-4482).

10(m)(iii) Amendment No. 2 to the Transfer and Administration Agreement, dated as of December 14, 2001, to the Transfer and Administration Agreement in (10)(m)(i) above (incorporated by reference to Exhibit 10(m)(iii) to the company's Annual Report on Form 10-K for the year ended December 31, 2001, Commission File No. 1-4482).

10(m)(iv) Amendment No. 3 to the Transfer and Administration Agreement, dated as of March 20, 2002, to the Transfer and Administration Agreement in (10)(m)(i) above (incorporated by reference to Exhibit 10(m)(iv) to the company's Annual Report on Form 10-K for the year ended December 31, 2001, Commission File No. 1-4482).

10(m)(v) Amendment No. 4 to the Transfer and Administration Agreement, dated as of March 29, 2002, to the Transfer and Administration Agreement in (10)(m)(i) above (incorporated by reference to Exhibit 10(n)(v) to the company's Annual Report on Form 10-K for the year ended December 31, 2002, Commission File No. 1-4482).

10(m)(vi) Amendment No. 5 to the Transfer and Administration Agreement, dated as of May 22, 2002, to the Transfer and Administration Agreement in (10)(m)(i) above (incorporated by reference to Exhibit 10(n)(vi) to the company's Annual Report on Form 10-K for the year ended December 31, 2002, Commission File No. 1-4482).

10(m)(vii) Amendment No. 6 to the Transfer and Administration Agreement, dated as of September 27, 2002, to the Transfer and Administration Agreement in (10)(m)(i) above (incorporated by reference to Exhibit 10(n)(vii) to the company's Annual Report on Form 10-K for the year ended December 31, 2002, Commission File No. 1-4482).

10(m)(viii) Amendment No. 7 to the Transfer and Administration Agreement, dated as of February 19, 2003, to the Transfer and Administration Agreement in (10)(m)(i) above (incorporated by reference to Exhibit 99.1 to the company's Current Report on Form 8-K dated February 6, 2003, Commission File No. 1-4482).

10(m)(ix) Amendment No. 8 to the Transfer and Administration Agreement, dated as of April 14, 2003, to the Transfer and Administration Agreement in (10)(m)(i) above (incorporated by reference to Exhibit 10(n)(ix) to the company's Annual Report on Form 10-K for the year ended December 31, 2003, Commission File No. 1-4482).

10(m)(x)	Amendment No. 9 to the Transfer and Administration Agreement, dated as of August 13, 2003, to the Transfer and Administration Agreement in (10)(m)(i) above (incorporated by reference to Exhibit 10(n)(x) to the company's Annual Report on Form 10-K for the year ended December 31, 2003, Commission File No. 1-4482).

10(m)(xi) Amendment No. 10 to the Transfer and Administration Agreement, dated as of February 18, 2004, to the Transfer and Administration Agreement in (10)(m)(i) above (incorporated by reference to Exhibit 10(n)(xi) to the company's Annual Report on Form 10-K for the year ended December 31, 2003, Commission File No. 1-4482).

10(m)(xii) Amendment No. 11 to the Transfer and Administration Agreement, dated as of August 13, 2004, to the Transfer and Administration Agreement in (10)(m)(i) above (incorporated by reference to Exhibit 10(b) to the company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2004, Commission File No. 1-4482).

10(m)(xiii) Amendment No. 12 to the Transfer and Administration Agreement, dated as of February 14, 2005, to the Transfer and Administration Agreement in (10)(m)(i) above (incorporated by reference to Exhibit 10(o)(xiii) to the company's Annual Report on Form 10-K for the year ended December 31, 2004, Commission File No. 1-4482).

10(m)(xiv) Amendment No. 13 to the Transfer and Administration Agreement, dated as of February 13, 2006, to the Transfer and Administration Agreement in (10)(m)(i) above (incorporated by reference to Exhibit 10(o)(xiv) to the company's Annual Report on Form 10-K for the year ended December 31, 2005, Commission File No. 1-4482).

10(m)(xv) Amendment No. 14 to the Transfer and Administration Agreement, dated as of October 31, 2006, to the Transfer and Administration Agreement in 10(m)(i) above (incorporated by reference to Exhibit 10(o)(xv) to the company's Annual Report on Form 10-K for the year ended December 31, 2006, Commission File No. 1-4482).

10(m)(xvi) Amendment No. 15 to the Transfer and Administration Agreement, dated as of February 12, 2007, to the Transfer and Administration Agreement in 10(m)(i) above (incorporated by reference to Exhibit 10(o)(xvi) to the company's Annual Report on Form 10-K for the year ended December 31, 2006, Commission File No. 1-4482).

10(m)(xvii) Amendment No. 16 to the Transfer and Administration Agreement, dated as of March 27, 2007, to the Transfer and Administration Agreement in 10(m)(i) above (incorporated by reference to Exhibit 10(b) to the company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2007, Commission File No. 1-4482).

10(m)(xviii) Amendment No. 17 to the Transfer and Administration Agreement, dated as of March 26, 2010, to the Transfer and Administration Agreement in 10(m)(i) above (incorporated by reference to Exhibit 10(n) to the company's Current Report on Forms 8-K and 8-K/A dated March 31, 2010, Commission File No. 1-4482).

10(m)(xix) Amendment No. 18 to the Transfer and Administration Agreement, dated as of December 15, 2010, to the Transfer and Administration Agreement in 10(m)(i) above (incorporated by reference to Exhibit 10(n) to the company's Current Report on Form 8-K/A dated January 13, 2011, Commission File No.1-4482).

10(m)(xx) Amendment No. 19 to the Transfer and Administration Agreement, dated as of February 14, 2011, to the Transfer and Administration Agreement in 10(m)(i) above.

10(m)(xxi) Amendment No. 20 to the Transfer and Administration Agreement, dated as of December 7, 2011, to the Transfer and Administration Agreement in 10(m)(i) above (incorporated by reference to Exhibit 10.1 to the company's Current Report on Form 8-K dated December 12, 2011, Commission File No.1-4482).

10(n)(i) Commercial Paper Private Placement Agreement, dated as of November 9, 1999, among Arrow Electronics, Inc., as issuer, and Chase Securities Inc., Bank of America Securities LLC, Goldman, Sachs & Co., and Morgan

Stanley & Co. Incorporated as placement agents (incorporated by reference to Exhibit 10(g) to the company's Annual Report on Form 10-K for the year ended December 31, 1999, Commission File No. 1-4482).

10(n)(ii)	Amendment No. 1 to Dealer Agreement dated as of November 9, 1999, between Arrow Electronics, Inc. and J.P. Morgan Securities LLC (f.k.a. Chase Securities Inc.), Merrill Lynch, Pierce, Fenner & Smith Incorporated (f.k.a. Bank of America Securities LLC), Goldman, Sachs & Co. and Morgan Stanley & Co. LLC (f.k.a. Morgan Stanley & Co. Incorporated).
10(n)(iii)	Issuing and Paying Agency Agreement, dated as of October 11, 2011, by and between Arrow Electronics, Inc. and JPMorgan Chase Bank, National Association.
10(o)	Form of Indemnification Agreement between the company and each director (incorporated by reference to Exhibit 10(g) to the company's Annual Report on Form 10-K for the year ended December 31, 1986, Commission File No. 1-4482).
21	Subsidiary Listing.
23	Consent of Independent Registered Public Accounting Firm.
31(i)	Certification of Chief Executive Officer pursuant to Rule 13A-14(a)/15d-14(a) of the Securities and Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31(ii)	Certification of Chief Financial Officer pursuant to Rule 13A-14(a)/15d-14(a) of the Securities and Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32(i)	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32(ii)	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS*	XBRL Instance Document
101.SCH*	XBRL Taxonomy Extension Schema Document
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase Document
101.LAB*	XBRL Taxonomy Extension Label Linkbase Document
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Documents
101.DEF*	XBRL Taxonomy Definition Linkbase Document

* XBRL (Extensible Business Reporting Language) information is furnished and not filed or a part of a registration statement or prospectus for purposes of sections 11 or 12 of the Securities Act of 1933, is deemed not filed for purposes of section 18 of the Securities Exchange Act of 1934, and otherwise is not subject to liability under these sections.

ARROW ELECTRONICS, INC.
SCHEDULE II - VALUATION AND QUALIFYING ACCOUNTS
(In thousands)

	Balance at beginning of year	Charged to income	Other (a)	Write-down	Balance at end of year
Allowance for doubtful accounts:					
Year-ended December 31, 2011	$ 37,998	$ 12,957	$ 5,357	$ 8,187	$ 48,125
Year-ended December 31, 2010	$ 39,674	$ 5,001	$ 5,849	$ 12,526	$ 37,998
Year-ended December 31, 2009	$ 52,786	$ 7,515	$ 1,001	$ 21,628	$ 39,674

(a) Represents the allowance for doubtful accounts of the businesses acquired by the company during 2011, 2010, and 2009.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

ARROW ELECTRONICS, INC.

By: /s/ Peter S. Brown

Peter S. Brown
Senior Vice President, General Counsel, and Secretary
February 1, 2012

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities indicated on February 1, 2012:

By: /s/ Michael J. Long

Michael J. Long, Chairman, President, and Chief Executive Officer

By: /s/ Paul J. Reilly

Paul J. Reilly, Executive Vice President, Finance and Operations, and Chief Financial Officer

By: /s/ Jeff Pinkerman

Jeff Pinkerman, Vice President, Corporate Controller, and Chief Accounting Officer

By: /s/ Barry W. Perry

Barry W. Perry, Lead Independent Director

By: /s/ Philip K. Asherman

Philip K. Asherman, Director

By: /s/ Daniel W. Duval

Daniel W. Duval, Director

By: /s/ Gail E. Hamilton

Gail E. Hamilton, Director

By: /s/ John N. Hanson

John N. Hanson, Director

By: /s/ Richard S. Hill

Richard S. Hill, Director

By: /s/ Fran Keeth

Fran Keeth, Director

By: /s/ Andrew C. Kerin

Andrew C. Kerin, Director

By: /s/ Stephen C. Patrick

Stephen C. Patrick, Director

By: /s/ John C. Waddell

John C. Waddell, Director

Exhibit 10(i)

ARROW ELECTRONICS, INC.

Executive Deferred Compensation Plan

Amended and Restated Effective January 1, 2009

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ARROW ELECTRONICS, INC.

EXECUTIVE DEFERRED COMPENSATION PLAN

(as amended and restated effective January 1, 2009)

ARROW ELECTRONICS, INC., a New York corporation having its principal offices at 7459 S. Lima Street Englewood, Co 80112 (the "Company"), hereby adopts this amended and restated Executive Deferred Compensation Plan for the benefit of a select group of management or highly compensated employees as described herein, effective January 1, 2009 except as otherwise provided.

ARTICLE I

PURPOSE AND DEFINITIONS

1.1 Purpose. Effective October 1, 2004, the Company adopted the Arrow Electronics, Inc. Executive Deferred Compensation Plan (the "Original Plan") in order to provide an added incentive to the hiring and retention of the services of the senior level of management personnel whose responsibilities contribute most significantly to the success of the Company's business and operations and a select group of other highly compensated employees who have been determined to make a similar contribution. Following enactment of Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A"), the Company limited application of the Original Plan to deferrals of amounts that were earned and vested on December 31, 2004 and ESOP Make-Up Credits that were earned and vested on December 31, 2004. The Original Plan continued to be separately administered in accordance with its terms as in effect on October 3, 2004 until July 15, 2008, at which time it was merged into the revised Plan established as provided herein.

1.2 Revisions January 1, 2005 – December 31, 2008. For the period January 1, 2005 through December 31, 2008, deferrals were authorized, made and administered in accordance with the terms of the Original Plan as revised in order to comply with Section 409A and otherwise. The terms of the Plan as so administered were generally set forth in brochures and election materials communicating the revised Plan terms to eligible employees. In addition, transition rule elections to change the time and/or form of payment previously elected were made available in accordance with applicable Treasury guidance, as set forth in Article IX hereof.

1.3 Merger of Original Plan into Revised Plan. Effective July 8, 2008, the Company merged the Original Plan into the revised Plan described in Section 1.2. Accordingly, effective July

8, 2008, amounts deferred and payable under the Original Plan shall be administered and paid solely under the Plan terms applicable to deferrals on and after January 1, 2005.

1.4 Restated Plan. Effective January 1, 2009, this amended and restated Plan, which shall be known as the Arrow Electronics Key Executive Deferred Compensation Plan, was adopted to provide benefits substantially similar to those heretofore provided as described in Sections 1.1 and 1.2, in a manner that complies both as to form and substance with the final regulations under Section 409A (the "Regulations").

1.5 Construction. This Plan shall be administered and interpreted in accordance with Section 409A and the Regulations. Accordingly, no provision hereof shall be construed in any manner that would violate Section 409A or the Regulations, nor shall any provision of the Plan inconsistent with Section 409A or the Regulations be valid or given any effect whatever.

1.6 Definitions. Whenever the following words and phrases are used in this Plan with the first letter capitalized, they shall have the meanings specified below unless the context clearly requires otherwise.

(a) "Account" or "Accounts" shall mean a bookkeeping account or accounts maintained to record the Employer's unfunded and unsecured obligations with respect to compensation deferred under the Plan.

(b) "Base Salary" shall mean a Participant's base salary payable by the Employer, excluding commissions, bonuses or other incentive pay and all other remuneration for services rendered to the Employer, determined before deducting any salary reduction contributions to a plan described in any of Code section 125 (relating to "cafeteria plans"), Code section 132(f)(4) (relating to "qualified transportation fringe" benefits), or Code section 401(k) (such as, without limitation, the Arrow Electronics Savings Plan).

(c) "Beneficiary" or "Beneficiaries" shall mean the person or persons, including a trustee, personal representative or other fiduciary, last designated in writing by a Participant in accordance with procedures established by the Committee to receive the benefits specified hereunder in the event of the Participant's death, subject to the following:

(i) No beneficiary designation shall become effective until it is filed with the Committee.

(ii) Any designation shall be revocable at any time through a written instrument filed by the Participant with the Committee with or without the consent of the previous

Beneficiary.

(iii) Notwithstanding the foregoing, no designation of a Beneficiary other than the Participant's spouse (including any change or revocation of a prior designation that has the effect of designating a Beneficiary other than such spouse) shall be valid unless consented to in writing by such spouse; provided, however, that the Committee may in its sole discretion waive the requirement of spousal consent if the Participant is legally separated, if the Committee is satisfied that the spouse cannot be located, or the Committee has been provided with a court order showing that the Participant was abandoned by the spouse.

(iv) If no designation of beneficiary has been made in accordance with the foregoing, or if there is no surviving designated primary or contingent Beneficiary, then the Participant's surviving spouse shall be the Beneficiary. If there is no surviving spouse to receive any benefits payable in accordance with the preceding sentence, the duly appointed and currently acting personal representative of the Participant's estate (which shall include either the Participant's probate estate or living trust) shall be the Beneficiary. In any case where there is no such personal representative of the Participant's estate duly appointed and acting in that capacity within 90 days after the Participant's death (or such extended period as the Committee determines is reasonably necessary to allow such personal representative to be appointed, but not to exceed 180 days after the Participant's death), then "Beneficiary" shall mean the person or persons who can verify by affidavit or court order to the satisfaction of the Committee that they are legally entitled to receive the benefits specified hereunder.

(v) In the event any amount is payable under the Plan to a minor, payment shall not be made to the minor, but instead be paid (A) to that person's living parent(s) to act as custodian, (B) if that person's parents are then divorced, and one parent is the sole custodial parent, to such custodial parent, or (C) if no parent of that person is then living, to a custodian selected by the Committee to hold the funds for the minor under the Uniform Transfers or Gifts to Minors Act in effect in the jurisdiction in which the minor resides. If no parent is living and the Committee decides not to select another custodian to hold the funds for the minor, then payment shall be made to the duly appointed and currently acting guardian of the estate for the minor or, if no guardian of the estate for the minor is duly appointed and currently acting within 60 days after the date the amount becomes payable, payment shall be deposited with the court having jurisdiction over the estate of the minor.

(vi) If a designated Beneficiary as determined under the forgoing cannot be located within two years following the date as of the Participant's death, such Beneficiary shall be treated as having predeceased the Participant, for purposes of the forgoing.

(vii) Except to the extent otherwise provided in an applicable and binding domestic relations order, a designation of the Participant's spouse as Beneficiary will automatically be cancelled if the marriage terminates by divorce or is annulled or such a legal separation order is issued unless the designation clearly states that the individual named as Beneficiary is to continue as such following termination of the marriage or such separation.

(viii) The term "spouse" as used in this Plan shall be limited to an individual of opposite sex from the Participant. However, nothing in this paragraph (viii) shall limit the ability of any Participant to designate a spouse of the same sex as a Beneficiary in accordance with the same rules that permit designation of a non-spouse Beneficiary

(d) "Board of Directors" or "Board" shall mean the Board of Directors of the Company, or any duly authorized committee thereof.

(e) "Code" shall mean the Internal Revenue Code of 1986, as amended.

(f) "Committee" shall mean the Committee appointed to administer the Plan in accordance with Article VI.

(g) "Company" shall mean Arrow Electronics, Inc., a New York corporation, or any successor thereof that adopts the Plan.

(h) "Company Stock" shall mean common stock of the Company having a par value of $1.00 per share, or any other common stock into which it may be reclassified.

(i) "Compensation" for any Plan Year shall mean, as applicable, Base Salary payable in such Plan Year or Incentive Compensation earned in such Plan Year (whether payable during such Year or the following Year),

(j) "Disability" shall mean the Participant's inability to perform each and every duty of his or her occupation or position of employment as a result of a medically determinable physical or mental impairment that can be expected to result in death or to last for a continuous period of not less than 12 months, provided that the Participant by reason thereof either (A) is unable to engage in any substantial gainful activity or (B) receives income replacement benefits for a period of not less than 3 months under an accident and health plan maintained by the Employer or a Subsidiary. Notwithstanding the foregoing, a determination of total disability by the Social Security Administration shall be conclusive proof of Disability.

(k) “Eligible Employee” for any Plan Year shall mean an employee who is a member of a select group of “management or highly compensated employees” within the meaning of sections 201, 301 and 401 of ERISA who is selected for eligibility by the Committee.

(l) “Employer” shall mean the Company and any subsidiary of the Company which has adopted the Plan with the approval of the Company, subject to such terms and conditions as may be imposed by the Company upon the participation in the Plan of such adopting Employer.

(m) “ESOP Make-Up Credit for any Plan Year” shall mean the amount of any reduction in contributions that would be made for such Year for the benefit of the Participant under the Arrow Electronics Stock Ownership Plan (“ESOP”) but for the Participant’s deferral election under this Plan for such Year.

(n) “ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended.

(o) “Fund” shall mean an investment fund that the Committee elected to use as a basis for determining the adjustments to be made to a Participant’s Deferral Account in accordance with Section 4.2.

(p) “Fund Subaccount” shall mean a subaccount established pursuant to Section 4.2 to account for amounts whose Investment Adjustment is determined to particular Fund.

(q) “Incentive Compensation” shall mean commissions and bonuses or other incentive compensation provided for under a commission, bonus or incentive arrangement (other than arrangements for Performance Share Awards) which are earned with respect to an ascertainable period comprising one or more calendar years or subdivisions thereof (such as a calendar month or quarter or half-year period) approved for inclusion in this Plan by the Committee.

(r) “Investment Adjustment” shall mean, for each Fund in which a Participant’s Account is deemed invested pursuant to Section 4.2, an amount equal to the net gain or loss on the assets of such Fund.

(s) Make-Up Subaccount” shall mean a subaccount established within a Participant’s Plan Year Account to record the amount of any ESOP Make-Up Credit credited to the Participant for the applicable Plan Year.

(t) “Participant” shall mean any Eligible Employee who becomes a Participant in this Plan in accordance with Article II.

(u) “Plan” shall mean the Arrow Electronics, Inc. Executive Deferred Compensation Plan established effective as of October 1, 2004, as revised and in effect for the period January 1, 2005 through December 31, 2008 as described in Section 1.2, and the terms of which effective January 1, 2009 are set forth herein.

(v) “Performance Cycle” means a period of one or more years used to measure the amount of Performance Share Award to which a Participant may become entitled pursuant to an applicable Performance Share Award plan.

(w) “Performance Cycle Account” means an Account established for a particular Performance Cycle for which the Participant has deferred all or a portion of the associated Performance Share Award.

(x) “Performance Share Award” or “Award” shall mean the number of bookkeeping units expressed in the form of Company Stock, if any, that the Company awards to an Eligible Employee based on his performance and/or Company performance measured over a Performance Cycle of one or more years, as provided in a performance-based arrangement approved for inclusion in this Plan by the Committee.

(y) “Plan Year” or “Year” shall mean the calendar quarter October 1, 2004 – December 31, 2004 and each calendar year beginning on or after January 1, 2005.

(z) “Plan Year Account” shall mean an Account for a Participant reflecting all elective deferrals of Compensation that were either (i) earned and otherwise payable in a particular Plan Year or (ii) earned in such Plan Year and otherwise payable in the succeeding Plan Year, and/or all ESOP Make-Up Credits credited to the Participant on account of such deferrals of Compensation.

(aa) “Retirement” shall mean the Participant’s separation from service (within the meaning of Section 5.4), other than on account of Disability of death, after attainment of his first potential (and therefore sole) Retirement Date as described in paragraph cc below.

(bb) “Retirement Date” means, with respect to any Plan Year Account, and/or Performance Cycle Account, the date on which a Participant first meets the conditions for normal or early retirement under the terms of the Arrow Electronics Stock Ownership Plan as in effect on January 1, 2009 (i.e., after reaching age 65, or age 60 with at least 10 years of service as defined in such Plan) or (if applicable) with respect to Plan Year Accounts and/or Performance Cycle Accounts, for Plan Years beginning on or after the Participant became a participant in the Arrow Electronics, Inc. Supplemental Executive Retirement Plan ("SERP"), such earlier date (if any) in which he meets the conditions for retirement under the SERP as in effect at the start of such Plan Year. Each Participant shall have only one Retirement Date with respect to any particular Plan Year Account and/or Performance Cycle Account, which shall be the first to occur of the three alternative possible dates set forth above, and such Retirement Date, once established, shall be forever fixed and not subject to change with respect to such Account.

(cc) "Scheduled Withdrawal Date" shall mean the distribution date elected by the Participant for an in-service withdrawal from his Plan Year Accounts and/or Performance Cycle Accounts for one or more Plan Years in accordance with Section 5.3.

(dd) "Specified Employee" shall mean "specified employee" as determined in accordance with the procedures adopted by the Company in accordance with the Regulations for purposes of its nonqualified deferred compensation plans subject to Section 409A.

(ee) "Subsidiary" shall mean a subsidiary or affiliate that is a member of the same controlled group as the Employer within the meaning of section 414(b) or (c) of the Code.

(ff) "Subsidiary Change of Control Event" means a change in control event with respect to a Subsidiary within the meaning of the Regulations, pursuant to which the Company ceases to have direct or indirect ownership of at least fifty-one percent (51%) of the value of the total equity or total combined voting power in respect of the Subsidiary.

(gg) "Trust" shall mean any rabbi trust that the Employer may establish to assist in meeting the Employer's obligations under the Plan.

(hh) "Trustee" shall mean the trustee of the Trust.

(ii) "Unforeseeable Emergency" shall mean a severe financial hardship of the Participant resulting from an illness or accident of the Participant or the Participant's spouse or dependent (as defined in section 152 of the Code without regard to section 152(b)(1), (b)(2) and (d)(1)(B)); loss of the Participant's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by insurance, for example, as a result of a natural disaster); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant or his spouse or dependent as determined in accordance with Treasury Regulation § 1.409A-3(i)(3) (and which shall not include purchase of a home or the payment of tuition). Whether a Participant is faced with an unforeseeable emergency permitting a distribution under this paragraph is to be determined by the Committee based on the relevant facts and circumstance, but, in any case, a distribution on account of unforeseeable emergency may not be made to the extent that such emergency is or may be relieved through reimbursement or compensation from insurance or otherwise, by liquidation of the Participant's assets, to the extent the liquidation of such assets would not cause severe financial hardship, or by cessation of deferrals under the Plan.

ARTICLE II

PARTICIPATION

An Eligible Employee shall become a Participant in the Plan by completing all forms as required by the Committee (which may, in the discretion of the Committee, include an application for a variable life insurance policy referenced in Section 4.2(a)).

ARTICLE III

DEFERRAL ELECTIONS

3.1 Elections to Defer Compensation. An Eligible Employee shall be entitled to defer Compensation and/or Performance Share Awards in accordance with and subject to the conditions of this Article III, by filing with the Committee a deferral election in such form and manner and at such time permitted under this Article III as the Committee shall prescribe. The election forms and accompanying explanatory materials prescribed by the Committee for describing the time within which such elections may be made shall be treated as part of the Plan.

3.2 Time and Form of Election. A deferral election with respect to any applicable category of Compensation, such as Base Salary, eligible bonus or eligible commissions, may be made as a whole percentage of such Compensation or as such a percentage up to a specified whole dollar limit. The time for making any such election shall be as follows:

(a) Election in Original Plan Year. A Participant who is an Eligible Employee as of the first day of any Plan Year beginning on or after the Effective Date may elect to defer his or her Base Salary or Incentive Compensation for such Plan Year, by election duly filed with the Committee no later than December 1 of the immediately preceding Plan Year (or such later date as the Committee may authorize in its discretion, but not later than December 31 of such immediately preceding Plan Year).

(b) New Mid-Year Eligibles. An individual who first becomes an Eligible Employee as of a date other than the first day of Plan Year, and who was not previously eligible to participate in any other account balance nonqualified deferred compensation plan of the Company or any Subsidiary (a "Similar Plan"), such as TEAP, the Anthem Deferral Election Plan, or the Wyle Deferred Compensation Plan, may elect, by election duly filed with the Committee within the thirty (30) day period commencing on such date, to defer his or her Base Salary payable for pay periods in such Plan Year beginning after the date of such election, and/or his or her Incentive Compensation earned during the portion of such Plan Year after the date of such election. For Incentive Compensation based upon a specified performance period that begins prior to and ends after the date of such election, the election will apply to that portion of such Incentive Compensation equal to the total such Incentive Compensation multiplied by the ratio of the number of days remaining in the performance period after the election over the total number of days in the performance period applicable to the Participant. The Committee may, in its discretion, extend the application of this Section 3.2(b) to one or more individuals who were formerly eligible to participate in the Plan or any Similar Plan but who ceased to be so eligible and who may be treated as newly eligible employees under Treasury Regulation § 1.409A-2(a)(7).

(c) Deferral of Performance Shares. An individual who is eligible for a Performance Share Award may defer receipt of shares thereunder by election duly filed with the Committee in such form and manner, and at such time at the Committee may prescribe, but not later than June 30 prior to the last year in the Performance Cycle for such Award.

3.3 Additional Deferral Requirements.

(a) Maximum Deferral.

(i) Base Salary and Incentive Compensation. The maximum amount that an Eligible Employee may elect to defer for a Plan Year (or portion thereof following the date of election, in the case of a mid-year election pursuant to Section 3.2(b)) shall be 80% of his or her Base Salary, and 100% of his or her Incentive Compensation for such Plan Year (or portion thereof).

(ii) Performance Share Awards. The maximum deferral permitted to a Participant for a Performance Share Award for any Performance Cycle shall be 100% of such Award.

(b) Limitation to Satisfy Withholding Requirements. The total amount deferred by a Participant for any Plan Year shall be limited in such manner as the Committee may determine in its discretion to be necessary or advisable in order to satisfy applicable Social Security tax (including Medicare), income tax and other legal withholding requirements and to implement on a priority basis reductions in pay or other deductions required pursuant to elections made by the Participant prior to the commencement of such Plan Year, or otherwise required under any employee benefit plan of the Employer as in effect as the commencement of such Plan Year.

3.4 Irrevocability. A Participant’s deferral election under this Article III shall be irrevocable after the last date prescribed under Section 3.2 for the making of such election; provided, however, that such election may be revoked if necessary in order to permit a hardship withdrawal of section 401(k) contributions under the Arrow Electronics Savings Plan (or any similar plan of the Company or any Subsidiary) prior to age 59-1/2, or in the event of an Unforeseeable Emergency permitting distribution under Section 5.6 hereof.

ARTICLE IV

PARTICIPANT ACCOUNTS

4.1 Establishment of Accounts.

(a) Plan Year Accounts. The Committee shall establish and maintain—

(i) a separate Plan Year Account for each Plan Year with respect to which a Participant elects to defer Compensation hereunder, and

(ii) a Make-Up Subaccount within each such Plan Year Account, to be credited with the amount of any ESOP Make-Up Credit resulting from such deferral.

(b) Subdivision into Fund Subaccounts. Each Plan Year Account (exclusive as of the associated Make-Up Subaccount) shall be further divided into separate subaccounts ("Fund Subaccounts"), each of which corresponds to a Fund elected by the Participant pursuant to Section 4.2(b)

(c) Subaccounts for Different Deferral Categories. All deferral elections with respect to Compensation for any Plan Year shall be subject to a single uniform election both with respect to the Fund used to determine the Investment Adjustment for the corresponding Plan Year Account, and the distribution options applicable under Article V. The Committee may in its discretion authorize Participants who defer Performance Share Awards otherwise payable during a Plan Year to elect either the same distribution options under Article V as they elect for the corresponding Plan Year Account or a different distribution option.

(d) Deferrals Credited to Fund Subaccounts. No later than the fifth business day after amounts are withheld and deferred from a Participant's Compensation for a Plan Year, the Committee shall credit each Fund Subaccount within the Participant's Plan Year Account for that Year with an amount equal to the Compensation (or portion thereof in whole percentages) so withheld and deferred that the Participant has elected to be deemed invested in the Fund associated with such Subaccount.

(e) Performance Cycle Accounts. A Performance Cycle Account shall be established for each Performance Cycle (if any) for which the Participant an associated Performance Share Award. Such Performance Cycle Account shall be credited with the number of shares of Company Stock to which such deferral election applies no later than the close of the month in which shares of Company Stock would have been delivered to the Participant but for such deferral.

4.2 Fund Elections.

(a) Committee Selection of Available Funds. The Committee shall select from time to time, in its sole and absolute discretion, commercially available investment funds, which may either be free-standing or components of variable life insurance policies, to serve as Funds in which a Participant may deem his or her Plan Year Accounts invested pursuant to Section 4.2(b) and (c) below. The investment return (positive or negative) calculated by the Committee and its recordkeeper for each such investment fund shall be used to determine the Investment Adjustment to be credited or charged (as the case may be) to the portion of each Plan Year Account deemed invested in the corresponding Fund.

(b) Designation of Fund for Deemed Investment of Current Deferrals. Each Participant shall designate, in accordance with procedures prescribed by the Committee, the Fund (or Funds, which shall be designated in whole percentage increments) in which each of his or her Plan Year Accounts will be deemed to be invested for purposes of determining the Investment Adjustment to be credited or charged with respect thereto.

(c) Designation of Fund for Deemed Investment of Plan Year Account Balances. In accordance with procedures prescribed by the Committee, a Participant may change each of the Fund allocations monthly while employed or after Retirement or Disability. Separate changes may be made for the Participant's Plan Year Account for each Plan Year. Changes made by the 25th of the month will be effective the first business day of the following month.

(d) Default Rule. If no valid designation of a Fund is in effect for a Participant's Account or any portion thereof, the money market type of investment fund shall be deemed elected with respect thereto.

4.3 Adjustment of Fund Subaccounts. Each business day, each Fund Subaccount within a Participant's Plan Year Account (i) shall be credited or charged (the case may be) with (i) an amount determined by multiplying the balance credited to such Subaccount as of the prior day, plus deferrals credited that day to such Subaccount, by the Investment Adjustment for the Fund to which such Subaccount relates, (ii) shall be credited with any transfer to such Fund Subaccount from another such Subaccount, and charged with any transfer from such Fund Subaccount to another such Subaccount, and (iii) shall be charged with the amount of any payments therefrom under the Plan.

4.4 Vesting.

(a) Elective Deferrals Fully Vested. A Participant shall be 100% vested in his or her Plan Year Accounts (exclusive of the associated Make-Up Subaccount) and Performance Cycle Accounts at all times.

(b) Make-Up Subaccounts. The balance in Participant's Make-Up Subaccount shall vest or be forfeited under the same terms that would apply had such amount been part of the Participant's account under the ESOP; provided, however that amounts so forfeited shall not be restored if the Participant is reemployed, regardless of whether similar forfeitures under the ESOP would be restored under the circumstances.

4.5 Adjustment of Company Stock Accounts. A Participant's Make-Up Subaccount and/or Performance Cycle Account established under Section 4.1 shall thereafter be (i) credited with the number of shares of additional Company Stock that the Committee determines would be purchasable with the amount of any dividends or other distributions made in respect of Company Stock previously credited thereto, (ii) appropriately adjusted for any other transaction affecting Company Stock in such manner as the Committee shall determine, and (iii) charged with the number of shares in respect of which distribution (whether in Common Stock or, as in the case of the Make-Up Subaccount, in cash) has been made under the Plan in respect of such Account.

ARTICLE V

DISTRIBUTIONS

5.1 Retirement or Disability.

(a) Immediate Lump Sum Payment. Upon a Participant's Retirement or Disability, the vested balance in his or her Accounts shall be paid to the Participant in a lump sum on the fifteenth (15th) day of the month following the end of the month in which such event occurs, in an amount equal to the balance credited to such Accounts as of the last day of the month in which such event occurs, except as otherwise provided in the following provisions of this Section 5.1, and/or in Article VIII in the case of payments to Specified Employees.

(b) Scheduled Withdrawals in Process. A Plan Year Account that has become payable in installments prior to the date of such Retirement or Disability pursuant to an election under Section 5.3 shall continue to be so paid.

(c) Installment Option. In the event that a Participant has timely so elected (as described below in this Section 5.1(c)) with respect to one or more Plan Year Accounts and/or Performance Cycle Accounts, payment of the vested balance thereof shall be made in substantially equal annual installments (each reflecting adjustments under Sections 4.3 and 4.5 since the preceding payment), over such number of years not to exceed twenty (20) as the Participant shall have elected. The first such installment shall be paid on the date that payment would otherwise be made in a lump sum pursuant to Section 5.1(a) and/or Article VIII, and subsequent installments shall be paid on March 15 of each calendar year after the calendar year of the first such payment, based on the balance of such Accounts on the last day of the preceding February. Such an election may be made at the time of the Participant's initial deferral election with respect to the applicable Account with respect to such Account under Article III, or at any later date more than twelve months prior to the date that payment would otherwise be made in a lump sum, but such a later election shall be given effect only if the date for commencement of the installment payments is not earlier than five years after the date on which payment would have been made or begun prior to such later election.

(d) Deferred Payment Option. Payment of the balance of a Participant's Account upon Retirement or Disability (or the commencement of installment payments as described in Section 5(c) above) may, with respect to such one or more Plan Year Accounts and/or Performance Cycle Accounts as the Participant may elect at the time of the initial deferral election with respect thereto, be deferred to such date, not later than the first day of the month following his seventieth

(70th) birthday, as the Participant may specify in such election. A Participant's election for installment or deferred payment with respect to such Account may also be made at any later date more than twelve months prior to the date that payment with respect to such Account would otherwise be made or begin, but an election at such a later date shall be given effect only if the deferred date for making or commencement of payments under such election is not earlier than five years after the date the payment with respect to such Account would have been made or begun prior to such later election.

(e) Modification of Payout Form. A Participant may elect to modify the form of benefit that he or she has previously elected with respect to an Account that has not yet become payable to substitute an available installment form of payment for a lump sum, or to extend the period over which installments may be paid (up to the maximum number of installments so permitted), provided that such election is filed with the Committee at least one year before the previous payment commencement date and the installment payments under such election commence no earlier than five years from such previous payment commencement date. A Participant may also elect to substitute a lump sum form of payment for an installment form previously elected with respect to any such Account, provided that such election is filed with the Committee at least one year before the previous payment commencement date and the lump sum payment is to be made no earlier than five years from such previous payment commencement date.

5.2 Termination Prior to Retirement (or Disability). Subject to Article VIII, in the event of a Participant's termination of employment (within the meaning of Section 5.4) other than by reason of Retirement or Disability, the vested balance in all of his Accounts as of the last day of the month in which such event occurs, including any amounts credited to Plan Year Accounts previously payable in installments, shall be paid to the Participant in a lump sum distribution on the fifteenth (15th) day of the month following the month of such termination, in an amount equal to the balance credited to such Account as of the last day of the month of termination.

5.3 Distribution With Scheduled Withdrawal Date.

(a) Election of In-Service Withdrawal Date. A Participant may elect a Scheduled Withdrawal Date –

(i) with respect to his or her Plan Year Account for a Plan Year, at the time of his or her initial deferral election with Compensation for the applicable Plan Year, and

(ii) with respect to a Performance Cycle Account for a Plan Year, at the time of his or her initial deferral election with respect to the applicable Performance Share Award.

A Scheduled Withdrawal Date shall be any March 15 of any Plan Year beginning at least two years from the last day of (i) for Plan Year Accounts, the Plan Year in which the Compensation credited thereto was earned, or (ii) for Performance Cycle Accounts, the Plan Year in respect of which the applicable Performance Share Award would otherwise be paid. A Participant may extend any Scheduled Withdrawal Date previously elected, provided that the election of such extension is filed with the Committee at least one year before the previous Scheduled Withdrawal Date and such extension is for a period of not less than five years from such previous Scheduled Withdrawal Date.

(b) Termination of Employment Before Completion of In-Service Distributions. In the event that a Participant's termination of employment (within the meaning of Section 5.4), or death occurs before distribution in respect of his or her Accounts having such a Scheduled Withdrawal Date is made or completed, the balance of the Participant's vested Accounts associated with such Scheduled Withdrawal Date shall be paid as herein provided upon such event where no Scheduled Withdrawal Date has been elected, unless (i) such event qualifies as a Retirement or Disability and (ii) payment of installments has previously commenced with respect to such Scheduled Withdrawal Date, in which event such installment payments shall continue as provided in Section 5.1(b).

(c) Payment at Scheduled Withdrawal Date. If a Participant reaches a Scheduled Withdrawal Date while in the employ of the Employer (or otherwise prior to termination of employment), the vested balance earned in his or her Accounts having such Scheduled Withdrawal Date shall be paid in a single lump sum, based on the balance of such Accounts as of the last day of the February immediately preceding such Scheduled Withdrawal Date, or be paid in substantially equal annual installments (each reflecting adjustments under Sections 4.3 and 4.5 since the preceding payment) over a period of two to five years as specified in the Participant's initial deferral election with respect to such Accounts or any subsequent change in such election timely made as provided in Section 5.3(a).

(d) Application to Make-Up Subaccounts. If a Participant's Make-Up Subaccount is not vested on a Scheduled Withdrawal Date for the associated Plan Year Account, payment in respect of such Make-Up Subaccount shall be made in a lump sum on March 15 immediately following the date of vesting or, if applicable as part of any installments payable in respect of such Plan Year Account.

5.4 Separation from Service. The phrase "termination of employment" and similar phrases as used in this Plan shall refer to separation from service within the meaning of the

Regulations, determined by reference to the presumptive rule of Treasury Reg. § 1.409A-1(h)(l)(ii) (under which a reasonable expectation of a permanent reduction in the level of service to no more than 20% of the average level during the prior 36-month or other applicable period is presumed to result in a separation from service), and determined by treating the Company and all Subsidiaries as single Employer.

(a) Subsidiary Change in Control Event. In the event that a Subsidiary Change in Control Event occurs with respect to a Participant employed by the affected Subsidiary, distribution shall be made in connection therewith under the same rules provided in the Plan with respect to termination of employment, except that no six-month delay shall be required by reason of Article VIII.

(b) Leaves, etc. A Participant's employment relationship shall be treated as continuing while he or she is on military leave, sick leave, or other bona fide leave of absence (such as temporary employment by the government) if the period of such leave does not exceed six months, or if longer, so long as the Participant's right to reemployment with the Employer (or a Subsidiary) is provided either by statute or by contract. If the period of leave exceeds six months and the Participant's right to reemployment is not provided either by statute or by contract, the employment relationship is deemed to terminate immediately following such six-month period.

5.5 Distribution on Death. If a Participant dies while employed (within the meaning of Section 5.4), or after his Retirement or other termination of employment but prior to the completion of all payments in respect of his or her Accounts under the Plan, the total undistributed balance of such Accounts (or vested portion thereof) shall be paid to his or her Beneficiary in a lump sum. Payment by the Employer pursuant to any unrevoked and valid Beneficiary designation under on the fifteenth (15th) day of the third month following the month in which death occurs, in an amount based on the balance of the participant's Accounts on the last day of the month preceding payment. Section 1.4(c), or to the person or persons entitled thereto under Section 1.4(c) in the absence of such a designation, shall terminate any and all liability of the Employer with respect thereto.

5.6 Emergency Distribution. A Participant shall be permitted to elect an Emergency Distribution from his or her vested Accounts, subject to the following restrictions:

(a) The election to take an Emergency Distribution shall be made by filing a form provided by and filed with Committee.

(b) The Committee shall have made a determination that an Unforeseeable Emergency exists.

(c) The amount determined by the Committee as an Emergency Distribution shall be paid in a single cash lump sum as soon as practicable after the end of the calendar month in which the Emergency Distribution election is made and approved by the Committee.

(d) If a Participant receives an Emergency Distribution, the Participant will be ineligible to participate in the Plan for the balance of the Plan Year and the following Plan Year.

5.7 Medium of Distribution. All distributions under the Plan shall be made in cash except in the case of deferred Performance Shares and increments thereon reinvested in Company Stock, which shall be distributed in Company Stock (plus cash in lieu of fractional shares).

5.8 Actual Payment Date. The provisions hereof for payment on the fifteenth date of March or of any other month shall be construed and may be applied as the Committee (including the Plan recordkeeper) deems necessary or advisable and in accordance with applicable provisions of the Regulations, including without limitation Treasury Reg. § 1.409A-3(d), without liability to any Participant or Beneficiary by reason thereof.

5.9 Payment to Incompetent. If any Participant or Beneficiary entitled to benefits under the Plan shall be legally incompetent, or in the sole judgment of the Committee is considered by reason of physical or mental condition to be unable to give a valid receipt therefor, such benefits may be paid in one or more of the following ways, as the Committee in its sole discretion s hall determine:

(a) To the legal representatives of the Participant or Beneficiary;

(b) Directly to such Participant or Beneficiary;

(c) To the spouse or guardian of such Participant or Beneficiary or such other person found by the Committee, in its sole judgment, to have assumed the care of such Participant or Beneficiary.

If a Beneficiary is a minor, payment of such benefits shall be made as described in Section 1.4 (c)(v).

Payment to any person in accordance with these provisions will, to the extent of the payment, discharge the Employer, and none of the foregoing or the Committee will be required to see to the proper application of any such payment. Without in any manner limiting these provisions, in the event that any amount is payable hereunder to any incompetent Participant or Beneficiary described above, the Committee may in its discretion utilize the procedures described in Section

5.8.

5.10 Doubt as to Right to Payment. If any doubt exists as to the right of any person to any benefits hereunder or the amount of time of payment of such benefits (including, without limitation, any case of doubt as to identity, or any case in which notice has been received from any person claiming any interest in amounts payable hereunder, or any case in which a claim from other persons may exist by reason of community property or similar laws), the Committee will be entitled, in its discretion, to direct that payment of such benefits be deferred until order of a court of competent jurisdiction, or to pay such sum into court in accordance with appropriate rules of law in such case then provided, or to make payment only upon receipt of a bond or similar indemnification (in such amount and in such form as is satisfactory to the Committee).

5.11 Acceleration generally prohibited. No acceleration of payments under the Plan shall be permitted except as authorized by the Regulations. Without limiting the generality of the foregoing:

(a) Government conflict of interest. Distribution may be accelerated as may be necessary to comply with a certificate of divestiture as defined in section 1043(b)(2) of the Code.

(b) Payment of employment taxes. Distribution may be accelerated in order to pay (i) the Federal Insurance Contributions Act (FICA) tax imposed under section 3101, section 3121(a) and section 3121(v)(2) of the Code on deferrals under the Plan (the “FICA Amount”), (ii) Federal, state, local or foreign wage withholding taxes on the FICA Amount, and (iii) additional wage withholding taxes attributable to the pyramiding of wages subject to withholding and taxes. Acceleration shall be permitted under this paragraph (b) only to the extent that Committee determines that such tax obligations cannot be readily met from other sources, and the total payment under this paragraph (b) shall not exceed the aggregate of the FICA Amount and related income tax withholding.

ARTICLE VI

ADMINISTRATION

6.1 Committee. The Compensation Committee of the Board of Directors ("Compensation Committee") shall appoint a Management Pension Investment and Oversight Committee (the "Committee"), which shall consist of not less than three persons to serve at the pleasure of the Compensation Committee. Any vacancy on the Committee, arising for any reason whatsoever, shall be filled by the Compensation Committee. The Committee shall hold meetings upon such notice, at such place or places, at such time or times and in such manner (including meetings in which members may participate through teleconferencing or similar means) as it may from time to time determine. A majority of the members of the Committee at the time in office shall constitute a quorum for the transaction of business, and action by a majority of those present at any meeting at which a quorum is present shall constitute action by the Committee. The Committee may also act without a meeting by instrument in writing signed by a majority of the members of the Committee, or by one or more members to whom the Committee has previously delegated the authority to take such action. No member of the Committee shall be entitled to act on or decide any matter relating specifically to such member.

6.2 Powers and Duties of the Committee. The Committee shall enforce the Plan in accordance with its terms, shall be charged with the general administration of the Plan, and shall have all powers and discretion necessary to accomplish its purposes, including, but not by way of limitation, the following:

(i) to select the Funds in accordance with Section 4.2(a) hereof;

(ii) to construe and interpret the terms and provisions of this Plan;

(iii) to determine any question arising in the administration, interpretation and application of the Plan, including without limitation questions of fact and of construction;

(iv) to make and publish such rules for the regulation of the Plan and procedures for the administration of the Plan (including the making of elections thereunder) as are not inconsistent with the terms hereof;

(v) to compute and certify to the amount and kind of benefits payable to Participants and their Beneficiaries;

(vi) to maintain all records that may be necessary for the administration of the Plan;

(vii) to correct defects, rectify errors, supply omissions, clarify ambiguities, and reconcile inconsistencies to the extent it deems necessary or desirable to effectuate the Plan;

(viii) to take all actions necessary for the administration of the Plan, including determining whether to hold or discontinue any insurance policies held by the Employer or any Trust; and

(ix) to make a determination as to the rights of any person to a benefit and to afford any person dissatisfied with such determination the right to an appeal.

The determinations of the Committee shall be conclusive and binding on all persons to the maximum extent permitted by law.

6.3 Delegation of Authority; Appointment of Agents. The Committee may (i) allocate any of its responsibilities, powers and discretion under the Plan to one or more members of the Committee, and (ii) appoint a Plan administrator or any other agent, and delegate to them such powers and duties in connection with the administration of the Plan as the Committee may from time to time prescribe. The actions taken by any member or members of the Committee or any other such persons in the exercise of responsibilities, powers and discretion delegated hereunder shall have the same valid and binding effect under the Plan as action by the full Committee.

6.4 Information. To enable the Committee to perform its functions, the Employer shall supply full and timely information to the Committee on all matters necessary for administration of the Plan.

6.5 Compensation, Expenses and Indemnity.

(a) The members of the Committee shall serve without compensation for their services hereunder.

(b) The Committee is authorized at the expense of the Employer to employ such legal counsel as it may deem advisable to assist in the performance of its duties hereunder. Expenses and fees in connection with the administration of the Plan shall be paid by the Employer.

(c) To the extent permitted by applicable state law, the Employer shall indemnify and hold harmless the Committee and each member thereof, the Board of Directors and any delegate of the Committee who is an employee of the Employer against any and all expenses, liabilities and claims, including legal fees to defend against such liabilities and claims arising out of their discharge in good faith of responsibilities under or incident to the Plan, other than expenses and liabilities arising out of willful misconduct. This indemnity shall not preclude such further indemnities as may be available under insurance purchased by the Employer or provided by the Employer under any bylaw, agreement or otherwise, as such indemnities are permitted under state law.

6.6 Disputes.

(a) Claim. A person who believes that he or she is being denied a benefit to which he or she is entitled under this Plan (hereinafter referred to as "Claimant") must file a written request for such benefit with the Company, setting forth his or her claim. The request must be addressed to the General Counsel of the Company at its then principal place of business.

(b) Claim Decision. Upon receipt of a claim, the Company shall advise the Claimant that a reply will be forthcoming within ninety (90) days and shall deliver such reply within such period. The Company may, however, upon notice to the Claimant within such period, extend the reply period for an additional ninety (90) days for special circumstances.

If the claim is denied in whole or in part, the Company shall inform the Claimant in writing and set forth: (A) the specified reason or reasons for such denial; (B) the specific reference to pertinent provisions of this Plan on which such denial is based; (C) a description of any additional material or information necessary for the Claimant to perfect his or her claim and an explanation of why such material or such information is necessary; (D) appropriate information as to the steps to be taken if the Claimant wishes to submit the claim for review; and (E) the time limits for requesting a review under subsection (c).

(c) Request For Review. Within sixty (60) days after the receipt by the Claimant of the written opinion described above, the Claimant may request in writing that the Committee review the determination of the Company. Such request must be addressed to the General Counsel of the Company, at its then principal place of business. The Claimant or his or her duly authorized representative may, but need not, review the pertinent documents and submit issues and comments in writing for consideration by the Committee. If the Claimant does not request a review within such sixty (60) day period, he or she shall be barred and estopped from challenging the Company's determination.

(d) Review of Decision. Within sixty (60) days after the Committee's receipt of a request for review, after considering all materials presented by the Claimant, the Committee will inform the Claimant in writing, in a manner calculated to be understood by the Claimant, the decision setting forth the specific reasons for the decision containing specific references to the pertinent provisions of this Plan on which the decision is based. If special circumstances require that the sixty (60) day time period be extended, the Committee will so notify the Claimant before the expiration of such period and will render the decision as soon as possible, but no later than one hundred twenty (120) days after receipt of the request for review.

6.7 Liability, Limited; Indemnification. The members of the Committee and each of them shall be free from all liability, joint and several, for their acts and conduct, and for the acts and conduct of any duly constituted agents. The Employer shall indemnify and save them harmless from the effects and consequences of their acts and conduct in such official capacity except to the extent that such effects and consequences flow from their own willful misconduct. Under no circumstances will members of the Committee be personally liable for the payment of Plan benefits.

ARTICLE VII

MISCELLANEOUS

7.1 Unsecured General Creditor. Participants and their Beneficiaries, heirs, successors, and assigns shall have no legal or equitable rights, claims, or interest in any specific property or assets of the Employer or the Trust (if any). No assets of the Employer or the Trust shall be held in any way as collateral security for the fulfilling of the obligations of the Employer under this Plan. The Employer's obligation under the Plan shall be merely that of an unfunded and unsecured promise of the Employer to pay money in the future, and the rights of the Participants and Beneficiaries shall be no greater than those of unsecured general creditors. If a Participant has deferred Compensation or Performance Share Awards earned for service with a Subsidiary, such Subsidiary shall be primarily liable for all obligations under the Plan with respect thereto and the Company shall be secondarily liable thereafter. It is the intention of the Employer that this Plan be unfunded for purposes of the Code and for purposes of Title I of ERISA.

7.2 Restriction Against Assignment. The Employer shall pay all amounts payable hereunder only to the person or persons designated by the Plan and not to any other person or corporation. No part of a Participant's Accounts shall be liable for the debts, contracts, or engagements of any Participant, his or her Beneficiary, or successors in interest, nor shall a Participant's Accounts be subject to execution by levy, attachment, or garnishment or by any other legal or equitable proceeding, nor shall any such person have any right to alienate, anticipate, sell, transfer, commute, pledge, encumber, or assign any benefits or payments hereunder in any manner whatsoever. If any Participant, Beneficiary or successor in interest is adjudicated bankrupt or purports to anticipate, alienate, sell, transfer, commute, assign, pledge, encumber or charge any distribution or payment from the Plan, voluntarily or involuntarily, the Committee, in its discretion, may cancel such distribution or payment (or any part thereof) to or for the benefit of such Participant, Beneficiary or successor in interest in such manner as the Committee shall direct.

7.3 Withholding. There shall be deducted from each payment made under the Plan or any other compensation payable by the Employer to the Participant (or Beneficiary) all taxes which are required to be withheld by the Employer in respect to such payment or any other payment under this Plan. The Employer shall have the right to reduce any payment (or compensation) by the amount of cash sufficient to provide the amount of said taxes.

7.4 Amendment, Modification, Suspension or Termination. The Company, acting through the Board of Directors (including through the Compensation Committee of the Board) or through the Committee, may amend, modify, suspend or terminate the Plan in whole or in part, except that no amendment, modification, suspension or termination shall have any retroactive effect to reduce any amounts allocated to a Participant's Accounts or adversely affect his right to vest thereunder in accordance with the Plan provisions previously in effect. A termination of the Plan shall not cause the acceleration of payments under the Plan unless the Committee determines, after consultation with counsel, that the terms and conditions of such termination are within exceptions provided by the Regulations to the general Section 409A prohibition against acceleration. Notwithstanding any other provision of the Plan, the Committee shall have the right and power to adopt any and all such amendments to the Plan as it shall deem necessary or advisable to ensure compliance with Section 409A and the Regulations, including amendments with retroactive effect.

7.5 Governing Law. The Plan is intended to constitute an unfunded plan of deferred compensation for a select group of management or highly compensated employees, within the meaning of sections 201(2), 301(a)(3) and 401(a)(1) of ERISA and shall be interpreted and administered to the extent possible in a manner consistent with that intent. Except to the extent preempted by federal law, the Plan shall be construed and governed in all respects according to the laws of the State of New York, where it is adopted, without regard to principles of conflict of laws.

7.6 Data. Any Participant or Beneficiary entitled to benefits under the Plan must furnish to the Committee such documents, evidence, or information as the Committee considers necessary or desirable for the purpose of administering the Plan, or to protect the Committee and the Employer; and it is a condition of the Plan that each such Participant or Beneficiary must furnish promptly true and complete data, evidence, or information and sign such documents as the Committee may require consistent with the Plan and Regulations before any benefits become payable under the Plan.

7.7 Receipt or Release. Any payment to a Participant or the Participant's Beneficiary in accordance with the provisions of the Plan shall, to the extent thereof, be in full satisfaction of all claims against the Committee and the Employer. The Committee may, to the extent consistent with the Plan and the Regulations, require such Participant or Beneficiary, as a condition precedent to such payment, to execute a receipt and release to such effect.

7.8 Limitation of Rights and Employment Relationship. The establishment of the Plan shall not be construed to confer upon an employee or Participant any legal right to be retained in the employ of the Employer or give any employee or any other person any right to benefits, except to the extent expressly provided hereunder. All employees will remain subject to discharge to the same extent as if the Plan had never been adopted, and may be treated without regard to the effect such treatment might have upon them under the Plan.

7.9 Separability. If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability will not affect other provisions of the Plan, and the Plan will be construed and enforced as if such provision had not been included therein.

7.10 Headings. Headings and subheadings in this Plan are inserted for convenience of reference only and are not to be considered in the construction of the provisions hereof.

7.11 Usage. Whenever applicable, the singular, when used in the Plan, will include the plural.

7.12 Grantor Trust Agreement/Powers of Trustee. The powers, rights and duties of the Trustee under any rabbi trust created for the purpose of assisting the Employer in meeting its obligations under the Plan shall, following a "Change of Control" as defined in the trust agreement for such Trust, govern and prevail to the extent inconsistent with any of the provisions of the Plan, including without limitation Plan provisions making the Committee's determinations final and binding. The Employer shall make such contributions to such Trust as shall be required under the terms of such trust agreement. Although the principal of the Trust and any earnings thereon shall be held separate and apart from other funds of Employer and shall be used exclusively for the uses and purposes of Participants and Beneficiaries as set forth therein, neither the Participants nor their Beneficiaries shall have any preferred claim on, or any beneficial ownership in, any assets of the Trust prior to the time such assets are paid to the Participants or Beneficiaries as benefits, and all rights created under this Plan shall be unsecured contractual rights of Plan Participants and Beneficiaries against the Employer. Any assets held in the Trust will be subject to the claims of Employer's general creditors under federal and state law in the event of insolvency as more fully provided in the trust agreement for the Trust.

7.13 Administrative Processing Considerations. Notwithstanding any other provision of the Plan, it shall be recognized that implementation of the accounting, valuation and distribution procedures required under the Plan is dependent upon the Plan recordkeeper receiving complete and accurate information from a variety of different sources on a timely basis. Since events may occur that interrupt or otherwise interfere that in this process, there shall be no guarantee by the Plan that any given information or transaction will be received or processed at the anticipated time and day. In any such events shall occur, any affected transaction will be processed as soon as administratively feasible consistently with the Regulations, without liability to any Participant of Beneficiary by reason thereof.

7.14 Correction of Error. The Committee may adjust the Accounts of any or all Participants in order to correct errors and rectify omissions in such manner as the Committee believes will best result in the equitable and nondiscriminatory administration of the Plan and ensure compliance with Section 409A and the Regulations and/or to make use of such correction procedures as may be established to mitigate or avoid penalties for violation thereof, without liability to any Participant or Beneficiary by reason thereof.

ARTICLE VIII

DISTRIBUTIONS TO SPECIFIED EMPLOYEES

8.1 Six-month Delay on Termination of Employment. If distribution becomes due under a Plan based on the separation from service (within the meaning of Section 5.4) of a Participant who is a specified employee as of the date of event, such distribution shall be not be made prior to the expiration of six months from the date of separation; provided, however, that this Section 8.1 shall not preclude earlier distribution to the Participant's Beneficiary upon the Participant's death.

8.2 Application to Installment Payments. If the first payment in a series of annual installment distribution is delayed under Section 8.1 to the calendar year (the "first payment year") following the year in which such payment would otherwise be payable, subsequent installments, up to the total number of installments elected, shall be made on March 15 of each successive calendar year following the first payment year.

8.3 Correlation with Election Change Rules. The six-month delay that may be required under Section 8.1 shall be disregarded in applying the rule that a change in the time or form of payment must defer the making or commencement of payments for at least five years from the payment commencement date previously applicable.

ARTICLE IX

TRANSITION RULE ELECTIONS

9.1 2005 Amendments. The Arrow Electronics, Inc. Executive Deferred Compensation Plan was amended on December 20, 2005 in the following respects:

9.1.1 "Second Chance" Deferral Election for 2005. In accordance with the terms and conditions of Q&A-21 of Internal Revenue Service Notice 2005-1, a Participant may make an initial election to defer all or a portion of his 2005 salary or commissions, or his bonus for 2004 not vested prior to 2005, that was not received or receivable prior to the date of such election, and of his bonus for 2005 payable in 2006, or to increase the amount of such deferral, by notice filed with the Plan Recordkeeper no later than February 18, 2005.

9.1.2 "2005 Bailout." In accordance with the terms and conditions of Q&A-20 of Internal Revenue Service Notice 2005-1:

(i) a Participant may elect to cancel in accordance with such rules as the Committee may provide, his prior deferral election for salary, commissions or directors' fees payable in 2005, his bonus for 2004 not vested prior to 2005, any bonus for 2005 payable in 2005 (as in the case of certain quarterly or semi-annual bonuses), and any 2005 bonus not earned and vested until 2006, by notice filed with the Plan Recordkeeper no later than December , 2005 (or such other date no later than December 31, 2005 as the Committee may provide); and

(ii) receive (or have made available so as to be includible in his income for Federal income tax purposes for 2005) no later than December 31, 2005, the portion of his account under the Plan attributable to the amounts for which his prior deferral election was thus cancelled, as adjusted for the deemed investment experience attributable thereto (positive or negative).

9.2 2005-2008 Change Opportunity. Participants may elect at any time during the period through December 31, 2008 to change the time or form of payment of any Plan Year Account or Performance Cycle Account previously elected hereunder to any other time or form of payment permitted at the time of the initial deferral election with respect thereto, provided that no such election made after December 31, 2005 may apply to amounts payable the year of such election nor accelerate into the year of election amounts otherwise payable in a future year, and no such election shall be permitted with respect to amounts previously governed by the Original Plan prior to July 15, 2008.

To evidence the adoption of this amended and restated Arrow Electronics, Inc. Executive Deferred Compensation Plan, the undersigned has, pursuant to direction of the Management Pension and Investment Oversight Committee, (under authority given by the Compensation Committee of the Board of Directors, has executed this Plan document this ___ day of ______, 20__ .

/s/ Peter S. Brown
Senior Vice President and General Counsel

Exhibit 10(j)(vi)

EMPLOYMENT AGREEMENT (the “Agreement”) made as of the 30th day of December, 2008 by and between ARROW ELECTRONICS, INC., a New York corporation with its principal office at 50 Marcus Drive, Melville, New York 11747 (the “Company”), and M. CATHERINE MORRIS, residing at 9502 East Maplewood Circle, Englewood, Colorado 80111 (the “Executive”).

WHEREAS, the Executive has been employed by the Company as Senior Vice President of the Company and Chief Strategy Officer, with the responsibilities and duties of an executive officer of the Company, under an Employment Agreement dated as of January 1, 2007 (the “Old Agreement”);

WHEREAS, the Old Agreement contains provisions that do not comply with section 409A of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder (“409A”) and other provisions that are obsolete; and

WHEREAS, the Company and Executive wish to novate the Old Agreement and to replace it with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Employment and Duties.

(a) Employment. The Company hereby employs the Executive for the Employment Period defined in Paragraph 3, to perform such duties for the Company and its subsidiaries and affiliates and to hold such offices as may be specified from time to time by the Company's Board of Directors, subject to the following provisions of this Agreement. The Executive hereby accepts such employment.

(b) Duties and Responsibilities. It is contemplated that the Executive will be a Senior Vice President of the Company and Chief Strategy Officer, but the Board of Directors shall have the right to adjust the duties, responsibilities, and title of the Executive as the Board of Directors may from time to time deem to be in the interests of the Company (provided, however, that during the Employment Period, without the consent of the Executive, she shall not be assigned any titles, duties or responsibilities which, in the aggregate, represent a material diminution in, or are materially inconsistent with, her prior title, duties, and responsibilities a Senior Vice President of the Company and Chief Strategy Officer).

If the Board of Directors does not either continue the Executive in the office of Senior Vice President of the Company and Chief Strategy Officer or elect her to some other executive office satisfactory to the Executive, the Executive shall have the right to decline to give further service to the Company and shall have the rights and obligations which would accrue to her under Paragraph 6 if she were discharged without cause. If the Executive decides to exercise such right to decline to give further service, she shall within forty-five days after such action or omission by the Board of Directors give written notice to the Company stating her objection and the action she thinks necessary to correct it, and she shall permit the Company to have a forty-five day period in which to correct its action or omission. If the Company makes a correction satisfactory to the Executive, the Executive shall be obligated to continue to serve the Company. If the Company does not make such a correction, the Executive's rights and obligations under Paragraph 6 shall accrue at the expiration of such forty-five day period.

(c) Time Devoted to Duties. The Executive shall devote all of her normal business time and efforts to the business of the Company, its subsidiaries and its affiliates, the amount of such time to be

sufficient, in the reasonable judgment of the Board of Directors, to permit her diligently and faithfully to serve and endeavor to further their interests to the best of her ability.

2. Compensation.

(a) Monetary Remuneration and Benefits. During the Employment Period, the Company shall pay to the Executive for all services rendered by her in any capacity:

(i) a minimum base salary of $400,000 per year (payable in accordance with the Company's then prevailing practices, but in no event less frequently than in equal monthly installments), subject to increase if the Board of Directors of the Company in its sole discretion so determines; provided that, should the Company institute a Company-wide pay cut/furlough program, such salary may be decreased by up to 15%, but only for as long as said Company-wide program is in effect;

(ii) such additional compensation by way of salary or bonus or fringe benefits as the Board of Directors of the Company in its sole discretion shall authorize or agree to pay, payable on such terms and conditions as it shall determine; and

(iii) such employee benefits that are made available by the Company to its other executives generally.

(b) Annual Incentive Payment. The Executive shall participate in the Company's Management Incentive Plan (or such alternative, successor, or replacement plan or program in which the Company's principal operating executives, other than the Chief Executive Officer, generally participate) and shall have a targeted incentive thereunder of not less than $240,000 per year; provided, however, that the Executive's actual incentive payment for any year shall be measured by the Company's performance against goals established for that year and that such performance may produce an incentive payment ranging from none to 200% of the targeted amount. The Executive's incentive payment for any year will be appropriately pro-rated to reflect a partial year of employment.

(c) Supplemental Executive Retirement Plan. The Executive shall participate in the Company's Unfunded Pension Plan for Selected Executives (the “SERP”). The timing of payment under the SERP shall be in accordance with its terms.

(d) Automobile. While the Executive is actively working for the Company, the Company will pay the Executive a monthly automobile allowance of $850. Such allowance shall cease when the Executive's employment with the Company terminates for any reason.

(e) Expenses. During the Employment Period, the Company agrees to reimburse the Executive, upon the submission of appropriate vouchers, for out-of-pocket expenses (including, without limitation, expenses for travel, lodging and entertainment) incurred by the Executive in the course of her duties hereunder in accordance with its expense reimbursement policy. Any reimbursement that is taxable to Executive shall be paid no later than the end of the year following the year in which it is incurred.

(f) Office and Staff. The Company will provide the Executive with an office, secretary and such other facilities as may be reasonably required for the proper discharge of her duties hereunder.

(g) Indemnification. The Company agrees to indemnify, defend and hold harmless the Executive for any and all liabilities to which she may be subject as a result of her employment hereunder (and as a result of her service as an officer or director of the Company, or as an officer or director of any of its subsidiaries or affiliates), as well as the costs of any legal action brought or threatened against her as a result of such employment, to the fullest extent permitted by law. The foregoing indemnity shall survive the termination of this Agreement.

(h) Participation in Plans. Notwithstanding any other provision of this Agreement, the Executive shall have the right to participate in any and all of the plans or programs made available by the Company (or it subsidiaries, divisions or affiliates) to, or for the benefit of, executives (including the annual stock option and restricted stock grant programs) or employees in general, on a basis consistent with other senior executives.

3. The Employment Period.

The "Employment Period," as used in the Agreement, shall mean the period beginning as of the date hereof and terminating on the last day of the calendar month in which the first of the following occurs:

(a) the death of the Executive;

(b) the disability of the Executive as determined in accordance with Paragraph 4 hereof and subject to the provisions thereof;

(c) the termination of the Executive's employment by the Company for cause in accordance with Paragraph 5 hereof; or

(d) December 31, 2010; provided, however, that, unless sooner terminated as otherwise provided herein, the Employment Period shall automatically be extended for one or more twelve (12) month periods beyond the then scheduled expiration date thereof unless between the 18th and 12th month preceding such scheduled expiration date either the Company or the Executive gives the other written notice of its or her election not to have the Employment Period so extended.

4. Disability.

For purposes of this Agreement, the Executive will be deemed "disabled" if she is absent from work because she is incapacitated due to an accident or physical or mental impairment, and one of the following conditions is also satisfied: (i) Executive is expected to return to her duties with the Company within 6 months after the beginning of her absence or (ii) Executive is unable to perform her duties or those of a substantially similar position of employment due to a medically-determinable physical or mental impairment which can be expected to result in death or last for a continuous period of not less than 6 months. If the Executive is absent on account of being disabled (as defined in the preceding sentence), during such absence the Company shall continue to pay to the Executive her base salary, any additional compensation authorized by the Company's Board of Directors, and other remuneration and benefits provided in accordance with Paragraph 2 hereof, all without delay, diminution or proration of any kind whatsoever (except that her remuneration hereunder shall be reduced by the amount of any payments she may otherwise receive as a result of her disability pursuant to a disability program provided by or through the Company), and her medical benefits and life insurance shall remain in full force. Unless terminated earlier in accordance with Paragraph 3(a), (c) or (d), the Employment Period shall end on the 180th consecutive day of her disability absence, and Executive's compensation under Paragraph 2 shall immediately cease, except the medical benefits covering the Executive and her family shall remain in place (subject to the eligibility requirements and other conditions contained in the underlying plan, as described in the Company's employee benefits manual, and subject to the requirement that the Executive continue to pay the “employee portion” of the cost thereof), and the Executive's life insurance policy under the Management Insurance Program shall be transferred to her, as provided in the related agreement, subject to the obligation of the Executive to pay the premiums therefore.

In the event that the Executive is determined to be capable of performing her duties before being absent for 180 consecutive days (and before expiration of the Employment Period), the Executive shall be entitled to resume employment with the Company under the terms of this Agreement for the then remaining balance of the Employment Period.

5. Termination for Cause.

In the event of any malfeasance, willful misconduct, active fraud or gross negligence by the Executive in connection with her employment hereunder, the Company shall have the right to terminate the Employment Period by giving the Executive notice in writing of the reason for such proposed termination. If the Executive shall not have corrected such conduct to the satisfaction of the Company within thirty days after such notice, the Employment Period shall terminate and the Company shall have no further obligation to the Executive hereunder but the restriction on the Executive's activities contained in Paragraph 8 and the obligations of the Executive contained in Paragraphs 9(b) and 9(c) shall continue in effect as provided therein.

6. Termination Without Cause.

In the event that the Company discharges the Executive without cause prior to the expiration of the Employment Period, the Executive's post-discharge compensation and benefits will be as follows, subject to the Executive's execution of a release as set forth in Paragraph 7 below:

(a) The Executive will be placed on inactive or “RA” status beginning on the day following her last day of active work and ending on the earliest of (i) the date the Employment Period was scheduled to expire, (ii) the day the Executive begins employment for a person or entity other than the Company, or (iii) the day the Executive fails to observe any provision of this Agreement, including her obligations under Paragraphs 8 and 9 (the “RA Period”), during which time she will be paid the salary provided in subparagraph 2(a) on the same schedule as if she still were an active employee (less the customary deductions), subject to any required delay described in subparagraph (c) below;

(b) The Executive will be paid an amount equal to two-thirds of the targeted incentive provided in Paragraph 2(b) for the year in which she ceases active employment and for each succeeding year (or, on a pro rata basis, portion of a year) during the RA Period, payable if the Executive is still on RA status on the scheduled payment date or, in the case of the year during which RA status terminates, if the Executive is still on RA status on the last day of the RA Period. Payment to Executive shall be made at the regular time for payment of such bonuses under the Company's Management Incentive Plan, but not later than the March 15 following the end of the relevant performance period, subject to any required delay described in subparagraph (c) below;

(c) Notwithstanding the provisions of subparagraphs (a) and (b) above, if the Executive is a “specified employee” under section 409A of the Internal Revenue Code of 1986, as amended (“Code”), no payment of deferred compensation within the meaning of Code section 409A that is not exempted from application of Section 409A as an exempt short term deferral or exempt separation pay in accordance with applicable Treasury regulations will be paid to the Executive on account of her termination of employment for 6 months following the day she ceases active work, and any such payments due during such 6-month period will be held and paid on the first business day following completion of such 6-month period, along with interest calculated at the 6-month Treasury rate in effect at the beginning of the RA Period;

(d) Any unvested stock options, restricted stock or performance shares held by the Executive on her last day of active work that would have vested by the scheduled expiration of the Employment Period had the Executive not been discharged will vest on her last day of active work subject to the payment by the Executive of all applicable taxes. Any vested Arrow performance shares will be paid out in accordance with their terms. Any vested stock option will remain exercisable after the Executive ceases active work in accordance with the terms of the applicable award relating to post-termination exercise. Any stock options, performance shares or restricted stock not already vested on the Executive's last day of active work or vested on such last day in accordance with this subparagraph (d) will be forfeited on the Executive's last day of active work.

(e) The Executive's active participation in the Company's 401(k) Plan, ESOP and SERP will end on her last day of active work, and she will earn no vesting service and no additional benefits under those plans after that date. For purposes of receiving a distribution of her vested account balance under the 401(k) plan or ESOP, the Executive will be considered to have severed from service with the Company on her last day of active work.

(f) The Executive will remain covered by the Company medical plan during the RA Period under the same terms and conditions as an active employee. At the end of the RA Period the Executive will be entitled to continuation coverage for herself and her eligible dependents under the plan's COBRA provisions at her own expense. The Executive's participation in all other welfare benefit and fringe benefit plans of the Company will end on the day she ceases active work, subject to any conversion rights generally available to former employees under the terms of such plans.

Any amounts payable to the Executive under this Paragraph 6 shall be reduced by the amount of the Executive's earnings from other employment (which the Executive shall have an affirmative duty to seek; provided, however, that the Executive shall not be obligated to accept a new position which is not reasonable comparable to her employment with the Company).

7. Release.

In consideration for the payments and benefits set forth in Paragraph 6, Executive agrees to execute and return to the Company a release in the following form:

"M. Cathy Morris (the "Executive") and Arrow Electronics, Inc. and its affiliates ("Arrow") each hereby releases the other and its agents, directors and employees from and against any and all claims (statutory, contractual or otherwise) arising out of the Executive's employment or the termination thereof or any discrimination in connection therewith and for any further additional payments of any kind or nature whatsoever except as expressly set forth in the employment agreement between the Executive and Arrow dated December 30, 2008. Without limiting the foregoing, the Executive hereby releases Arrow from any claim under the Age Discrimination in Employment Act and any other similar law. Nothing contained herein will be construed as impacting the Executive's right to claim unemployment benefits on account of her termination of employment with Arrow, if any, or preventing the Executive or Arrow from providing information to or making a claim with any governmental agency to the extent permitted or required by law. This release will, however, constitute an absolute bar to the recovery of any damages or additional compensation, consideration or relief of any kind or nature whatsoever arising out of or in connection with such claim."

The executed release required by this Paragraph 7 as a condition for payment under Paragraph

6 shall be given to the Company no later than 35 days following the Executive's last day of active work. The Company will provide to the Executive an executed release in the same form promptly upon receipt of the release signed by the Executive. The Company, in its sole discretion, may delay payment of any amount otherwise due hereunder pending receipt of such release and expiration of any applicable revocation period. If the Executive fails to provide the executed release by the expiration of such 35-day period, the Executive will forfeit any payments or benefits still due under Paragraph 6, including but not limited to any unexercised stock options the vesting of which was accelerated pursuant to the terms of Paragraph 6.

8. Non-Disclosure; Non-Competition; Trade Secrets.

During the Employment Period and for a period of two years after the termination of the Employment Period, the Executive will not, directly or indirectly:

(a) Disclosure of Information. Use, attempt to use, disclose or otherwise make known to any person or entity (other than to the Board of Directors of the Company or otherwise in the course of the business of the Company, its subsidiaries or affiliates and except as may be required by applicable law):

(i) any knowledge or information, including, without limitation, lists of customers or suppliers, trade secrets, know-how, inventions, discoveries, processes and formulae, as well as all data and records pertaining thereto, which she may acquire in the course of her employment, in any manner which may be detrimental to or cause injury or loss to the Company, its subsidiaries or affiliates; or

(ii) any knowledge or information of a confidential nature (including all unpublished matters) relating to, without limitation, the business, properties, accounting, books and records, trade secrets or memoranda of the Company, its subsidiaries or affiliates, which she now knows or may come to know in any manner which may be detrimental to or cause injury or loss to the Company, its subsidiaries or affiliates.

(b) Non-Competition. Engage or become interested in the United States, Canada or Mexico (whether as an owner, shareholder, partner, lender or other investor, director, officer, employee, consultant or otherwise) in the business of distributing electronic parts, components, supplies or systems, or any other business that is competitive with the principal business or businesses then (or, in the case of the post-termination covenant, as of the date of termination) conducted by the Company, its subsidiaries or affiliates (provided, however, that nothing contained herein shall prevent the Executive from acquiring or owning less than 1% of the issued and outstanding capital stock or debentures of a corporation whose securities are listed on the New York Stock Exchange, American Stock Exchange, or the National Association of Securities Dealers Automated Quotation System, if such investment is otherwise permitted by the Company's Human Resource and Conflict of Interest policies).

(c) Solicitation. Solicit or participate in the solicitation of any business of any type conducted by the Company, its subsidiaries or affiliates, during said term or thereafter, from any person, firm or other entity which is or was at any time during the preceding 12 months (or, in the case of the post-termination covenant, during the 12 months preceding the date of termination) a supplier or customer, or prospective supplier or customer, of the Company, its subsidiaries or affiliates; or

(d) Employment. Employ or retain, or arrange to have any other person, firm or other entity employ or retain, or otherwise participate in the employment or retention of, any person who was an employee or consultant of the Company, its subsidiaries or affiliates, at any time during the period of twelve consecutive months immediately preceding such employment or retention.

The Executive will promptly furnish in writing to the Company, its subsidiaries or affiliates, any information reasonably requested by the Company (including any third party confirmations) with respect to any activity or interest the Executive may have in any business.

Except as expressly herein provided, nothing contained herein is intended to prevent the Executive, at any time after the termination of the Employment Period, from either (i) being gainfully employed or (ii) exercising her skills and abilities outside of such geographic areas, provided in either case the provisions of this Agreement are complied with.

9. Preservation of Business.

(a) General. During the Employment Period, the Executive will use her best efforts to advance the business and organization of the Company, its subsidiaries and affiliates, to keep available to the Company, its subsidiaries and affiliates, the services of present and future employees and to advance the business relations with its suppliers, distributors, customers and others.

(b) Patents and Copyrights, etc. The Executive agrees, without additional compensation, to make available to the Company all knowledge possessed by her relating to any methods, developments, inventions, processes, discoveries and/or improvements (whether patented, patentable or unpatentable) which concern in any way the business of the Company, its subsidiaries or affiliates, whether acquired by the Executive before or during her employment hereunder, provided that the Executive shall not disclose to the Company any such knowledge acquired by the Executive prior to her employment by the Company and which is owned by a third party.

Any methods, developments, inventions, processes, discoveries and/or improvements (whether patented, patentable or unpatentable) which the Executive may conceive of or make, related directly or indirectly to the business or affairs of the Company, its subsidiaries or affiliates, or any part thereof, during the Employment Period, shall be and remain the property of the Company. The Executive agrees promptly to communicate and disclose all such methods, developments, inventions, processes, discoveries and/or improvements to the Company and to execute and deliver to it any instruments deemed necessary by the Company to effect the disclosure and assignment thereof to it. The Executive also agrees, on request and at the expense of the Company, to execute patent applications and any other instruments deemed necessary by the Company for the prosecution of such patent applications or the acquisition of Letters Patent in the United States or any other country and for the assignment to the Company of any patents which may be issued. The Company shall indemnify and hold the Executive harmless from any and all costs, expenses, liabilities or damages sustained by the Executive by reason of having made such patent applications or being granted such patents.

Any writings or other materials written or produced by the Executive or under her supervision (whether alone or with others and whether or not during regular business hours), during the Employment Period which are related, directly or indirectly, to the business or affairs of the Company, its subsidiaries or affiliates, or are capable of being used therein, and the copyright thereof, common law or statutory, including all renewals and extensions, shall be and remain the property of the Company. The Executive agrees promptly to communicate and disclose all such writings or materials to the Company and to execute and deliver to it any instruments deemed necessary by the Company to affect the disclosure and assignment thereof to it. The Executive further agrees, on request and at the expense of the Company, to take any and all action deemed necessary by the Company to obtain copyrights or other protections for such writings or other materials or to protect the Company's right, title and interest therein. The Company shall indemnify, defend and hold the

Executive harmless from any and all costs, expenses, liabilities or damages sustained by the Executive by reason of the Executive's compliance with the Company's request.

(c) Return of Documents. Upon the termination of the Employment Period, including any termination of employment described in Paragraph 6, the Executive will promptly return to the Company all copies of information protected by Paragraph 9(a) hereof or pertaining to matters covered by subparagraph (b) of this Paragraph 9 which are in her possession, custody or control, whether prepared by her or others.

10. Separability.

The Executive agrees that the provisions of Paragraphs 8 and 9 hereof constitute independent and separable covenants which shall survive the termination of the Employment Period and which shall be enforceable by the Company notwithstanding any rights or remedies the Executive may have under any other provisions hereof. The Company agrees that the provisions of Paragraph 6 hereof constitute independent and separable covenants which shall survive the termination of the Employment Period and which shall be enforceable by the Executive notwithstanding any rights or remedies the Company may have under any other provisions hereof.

11. Specific Performance.

The Executive acknowledges that (i) the services to be rendered under the provisions of this Agreement and the obligations of the Executive assumed herein are of a special, unique and extraordinary character; (ii) it would be difficult or impossible to replace such services and obligations; (iii) the Company, its subsidiaries and affiliates will be irreparably damaged if the provisions hereof are not specifically enforced; and (iv) the award of monetary damages will not adequately protect the Company, its subsidiaries and affiliates in the event of a breach hereof by the Executive. The Company acknowledges that (i) the Executive will be irreparably damaged if the provisions of Paragraph 6 hereof are not specifically enforced and (ii) the award of monetary damages will not adequately protect the Executive in the event of a breach thereof by the Company. By virtue thereof, the Executive agrees and consents that if she violates any of the provisions of this Agreement, and the Company agrees and consents that if it violates any of the provisions of Paragraph 6 hereof, the other party, in addition to any other rights and remedies available under this Agreement or otherwise, shall (without any bond or other security being required and without the necessity of proving monetary damages) be entitled to a temporary and/or permanent injunction to be issued by a court of competent jurisdiction restraining the breaching party from committing or continuing any violation of this Agreement, or any other appropriate decree of specific performance. Such remedies shall not be exclusive and shall be in addition to any other remedy which any of them may have.

12. Miscellaneous.

(a) Entire Agreement; Amendment. This Agreement constitutes the whole employment agreement between the parties and may not be modified, amended or terminated except by a written instrument executed by the parties hereto. It is specifically agreed and understood, however, that the provisions of that certain letter agreement dated as of December 30, 2008 granting to the Executive extended separation benefits in the event of a change in control of the Company shall survive and shall not be affected hereby. All other agreements between the parties pertaining to the employment or remuneration of the Executive not specifically contemplated hereby or incorporated or merged herein are terminated and shall be of no further force or effect.

(b) Assignment. Except as stated below, this Agreement is not assignable by the Company without the written consent of the Executive, or by the Executive without the written consent of the Company, and any purported assignment by either party of such party's rights and/or obligations under this Agreement shall be null and void; provided, however, that, notwithstanding the foregoing, the Company may merge or consolidate with or into another corporation, or sell all or substantially all of its assets to another corporation or business entity or otherwise reorganize itself, provided the surviving corporation or entity, if not the Company, shall assume this Agreement and become obligated to perform all of the terms and conditions hereof, in which event the Executive's obligations shall continue in favor of such other corporation or entity.

(c) Waivers. etc. No waiver of any breach or default hereunder shall be considered valid unless in writing, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature. The failure of any party to insist upon strict adherence to any term of this Agreement on any occasion shall not operate or be construed as a waiver of the right to insist upon strict adherence to that term or any other term of this Agreement on that or any other occasion.

(d) Provisions Overly Broad. In the event that any term or provision of this Agreement shall be deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, the court considering the same shall have the power and hereby is authorized and directed to modify such term or provision to limit such scope, duration or area, or all of them, so that such term or provision is no longer overly broad and to enforce the same as so limited. Subject to the foregoing sentence, in the event any provision of this Agreement shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid or unenforceable any other provision of this Agreement.

(e) Notices. Any notice permitted or required hereunder shall be in writing and shall be deemed to have been given on the date of delivery or, if mailed by registered or certified mail, postage prepaid, on the date of mailing:

(i) if to the Executive to:

M. Catherine Morris
9502 East Maplewood Circle
Englewood, Colorado 80111

(ii) if to the Company to:

Arrow Electronics, Inc.
50 Marcus Drive
Melville, New York 11747
Attention:Peter S. Brown
Senior Vice President and
General Counsel

Either party may, by notice to the other, change her or its address for notice hereunder.

(f) New York Law. This Agreement shall be construed and governed in all respects by the internal laws of the State of New York, without giving effect to principles of conflicts of law.

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

ARROW ELECTRONICS, INC.
By: /s/ Peter S. Brown
Peter S. Brown
Senior Vice President & General Counsel

THE EXECUTIVE
/s/ M. Catherine Morris
M. Catherine Morris

Exhibit 10(j)(vii)

EMPLOYMENT AGREEMENT (the "Agreement") made as of the 30th day of December, 2008 by and between ARROW ELECTRONICS, INC., a New York corporation with its principal office at 50 Marcus Drive, Melville, New York 11747 (the "Company"), and VIN MELVIN, residing at 26 Mount Grey Road , Stony Brook, NY 11790 (the "Executive").

WHEREAS, the Executive, is now and has been employed by the Company, as Vice President, IT of the Company, with the responsibilities and duties of an executive officer of the Company, under an Employment Agreement dated as of August 29, 2006 (the "Old Agreement");

WHEREAS, the Old Agreement contains provisions that do not comply with section 409A of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder ("409A"); and

WHEREAS, the Company and Executive wish to novate the Old Agreement and to replace it with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Employment and Duties.

(a) Employment. The Company hereby employs the Executive for the Employment Period defined in Paragraph 3, to perform such duties for the Company and its subsidiaries and affiliates and to hold such offices as may be specified from time to time by the Company's Board of Directors, subject to the following provisions of this Agreement. The Executive hereby accepts such employment

(b) Duties and Responsibilities. It is contemplated that the Executive will be Vice President, IT of the Company, but the Board of Directors shall have the right to adjust the duties, responsibilities, and title of the Executive as the Board of Directors may from time to time deem to be in the interests of the Company (provided, however, that during the Employment Period, without the consent of the Executive, he shall not be assigned any titles, duties or responsibilities which, in the aggregate, represent a material diminution in, or are materially inconsistent with, his prior title, duties, and responsibilities as Vice President, IT).

If the Board of Directors does not either continue the Executive in the office of Vice President, IT or elect him to some other executive office satisfactory to the Executive, the Executive shall have the right to decline to give further service to the Company and shall have the rights and obligations which would accrue to him under Paragraph 6 if he were discharged without cause. If the Executive decides to exercise such right to decline to give further service, he shall within forty-five days after such action or omission by the Board of Directors give written notice to the Company stating his objection and the action he thinks necessary to correct it, and he shall permit the Company to have a forty-five day period in which to correct its action or omission. If the Company makes a correction satisfactory to the Executive, the Executive shall be obligated to continue to serve the Company. If the Company does not make such a correction, the Executive's rights and obligations under Paragraph 6 shall accrue at the expiration of such forty-five day period.

(c) Time Devoted to Duties. The Executive shall devote all of his normal business time and efforts to the business of the Company, its subsidiaries and its affiliates, the amount of such time to be sufficient, in the reasonable judgment of the Board of Directors, to permit him diligently and faithfully to

serve and endeavor to further their interests to the best of his ability.

2. Compensation.

(a) Monetary Remuneration and Benefits. During the Employment Period, the Company shall pay to the Executive for all services rendered by him in any capacity:

(i) a minimum base salary of $350,000 per year (payable in accordance with the Company's then prevailing practices, but in no event less frequently than in equal monthly installments), subject to increase if the Board of Directors of the Company in its sole discretion so determines; provided that, should the Company institute a Company-wide pay cut/furlough program, such salary may be decreased by up to 15%, but only for as long as said Company-wide program is in effect;

(ii) such additional compensation by way of salary or bonus or fringe benefits as the Board of Directors of the Company in its sole discretion shall authorize or agree to pay, payable on such terms and conditions as it shall determine; and

(iii) such employee benefits that are made available by the Company to its other executives generally.

(b) Annual Incentive Payment. The Executive shall participate in the Company's Management Incentive Plan (or such alternative, successor, or replacement plan or program in which the Company's principal operating executives, other than the Chief Executive Officer, generally participate) and shall have a targeted incentive thereunder of not less than $175,000 per year; provided, however, that the Executive's actual incentive payment for any year shall be measured by the Company's performance against goals established for that year and that such performance may produce an incentive payment ranging from none to 200% of the targeted amount. The Executive's incentive payment for any year will be appropriately pro-rated to reflect a partial year of employment.

(c) Supplemental Executive Retirement Plan. The Executive shall participate in the Company's Unfunded Pension Plan for Selected Executives (the “SERP”). The timing of payment under the SERP shall be in accordance with its terms.

(d) Automobile. While the Executive is actively working for the Company, the Company will pay the Executive a monthly automobile allowance of $850. Such allowance shall cease when the Executive's employment with the Company terminates for any reason.

(e) Expenses. During the Employment Period, the Company agrees to reimburse the Executive, upon the submission of appropriate vouchers, for out-of-pocket expenses (including, without limitation, expenses for travel, lodging and entertainment) incurred by the Executive in the course of his duties hereunder in accordance with its expense reimbursement policy. Any reimbursement that is taxable to Executive shall be paid no later than the end of the year following the year in which it is incurred.

(f) Office and Staff. The Company will provide the Executive with an office, secretary and such other facilities as may be reasonably required for the proper discharge of his duties hereunder.

(g) Indemnification. The Company agrees to indemnify, defend and hold harmless the Executive for any and all liabilities to which he may be subject as a result of his employment hereunder (and as a result of his service as an officer or director of the Company, or as an officer or director of any of its subsidiaries or affiliates), as well as the costs of any legal action brought or threatened against him as a result of such employment, to the fullest extent permitted by law.

(h) Participation in Plans. Notwithstanding any other provision of this Agreement, the Executive shall have the right to participate in any and all of the plans or programs made available by the Company (or it subsidiaries, divisions or affiliates) to, or for the benefit of, executives (including the annual stock option and restricted stock grant programs) or employees in general, on a basis consistent with other senior executives.

(i) Initial Bonus and Equity Awards. The Company will pay the Executive $150,000 within the first 30 days of his employment with the Company, which amount shall be repaid in full by the Executive if he resigns for any reason (other than a permitted resignation described in subparagraph 1(b) of this Agreement) during the first 12 months of his employment with the Company. In addition, as soon as practical following the commencement of the Executive's employment, the Company's Compensation Committee will award the Executive 10,000 shares of restricted stock of the Company and 15,000 non-qualified stock options, each pursuant to the terms of the Company's 2004 Omnibus Incentive Plan, which shares and options will both vest separately at the rate of 25% on each anniversary of the date of the award (until fully vested in the year 2010) while the Executive is employed by the Company.

3. The Employment Period.

The "Employment Period," as used in the Agreement, shall mean the period beginning as of the date hereof and terminating on the last day of the calendar month in which the first of the following occurs:

(a) the death of the Executive;

(b) the disability of the Executive as determined in accordance with Paragraph 4 hereof and subject to the provisions thereof;

(c) the termination of the Executive's employment by the Company for cause in accordance with Paragraph 5 hereof; or

(d) December 31, 2010; provided, however, that, unless sooner terminated as otherwise provided herein, the Employment Period shall automatically be extended for one or more twelve (12) month periods beyond the then scheduled expiration date thereof unless between the 18th and 12th month preceding such scheduled expiration date either the Company or the Executive gives the other written notice of its or his election not to have the Employment Period so extended.

4. Disability.

For purposes of this Agreement, the Executive will be deemed "disabled" if he is absent from work because he is incapacitated due to an accident or physical or mental impairment, and one of the following conditions is also satisfied: (i) Executive is expected to return to his duties with the Company within 6 months after the beginning of his absence or (ii) Executive is unable to perform his duties or those of a substantially similar position of employment due to a medically-determinable physical or mental impairment which can be expected to result in death or last for a continuous period of not less than 6 months. If the Executive is absent on account of being disabled (as defined in the preceding sentence), during such absence the Company shall continue to pay to the Executive his base salary, any additional compensation authorized by the

Company's Board of Directors, and other remuneration and benefits provided in accordance with Paragraph 2 hereof, all without delay, diminution or proration of any kind whatsoever (except that his remuneration hereunder shall be reduced by the amount of any payments he may otherwise receive as a result of his disability pursuant to a disability program provided by or through the Company), and his medical benefits and life insurance shall remain in full force. Unless terminated earlier in accordance with Paragraph 3a), c) or d), the Employment Period shall end on the 180th consecutive day of his disability absence, and Executive's compensation under Paragraph 2 shall immediately cease, except the medical benefits covering the Executive and his family shall remain in place (subject to the eligibility requirements and other conditions contained in the underlying plan, as described in the Company's employee benefits manual, and subject to the requirement that the Executive continue to pay the "employee portion" of the cost thereof), and the Executive's life insurance policy under the Management Insurance Program shall be transferred to him, as provided in the related agreement, subject to the obligation of the Executive to pay the premiums therefor.

In the event that the Executive is determined to be capable of performing his duties before being absent for 180 consecutive days (and before expiration of the Employment Period), the Executive shall be entitled to resume employment with the Company under the terms of this Agreement for the then remaining balance of the Employment Period.

5. Termination for Cause.

In the event of any malfeasance, willful misconduct, active fraud or gross negligence by the Executive in connection with his employment hereunder, the Company shall have the right to terminate the Employment Period by giving the Executive notice in writing of the reason for such proposed termination. If the Executive shall not have corrected such conduct to the satisfaction of the Company within thirty days after such notice, the Employment Period shall terminate and the Company shall have no further obligation to the Executive hereunder but the restriction on the Executive's activities contained in Paragraph 8 and the obligations of the Executive contained in Paragraphs 9(b) and 9(c) shall continue in effect as provided therein.

6. Termination Without Cause.

In the event that the Company discharges the Executive without cause prior to the expiration of the Employment Period, the Executive's post-discharge compensation and benefits will be as follows, subject to the Executive's execution of a release as set forth in Paragraph 7 below:

(a) The Executive will be placed on inactive or "RA" status beginning on the day following his last day of active work and ending on the earliest of (i) the date the Employment Period was scheduled to expire, (ii) the day the Executive begins employment for a person or entity other than the Company, or (iii) the day the Executive fails to observe any provision of this Agreement, including his obligations under Paragraphs 8 and 9 (the "RA Period"), during which time he will be paid the salary provided in subparagraph 2(a) on the same schedule as if he still were an active employee (less the customary deductions), subject to any required delay described in subparagraph (c) below;

(b) The Executive will be paid an amount equal to two-thirds of the targeted incentive provided in Paragraph 2(b) for the year in which he ceases active employment and for each succeeding year (or, on a pro rata basis, portion of a year) during the RA Period, payable if the Executive is still on RA status on the scheduled payment date or, in the case of the year during which RA status terminates, if the Executive is still on RA status on the last day of the RA Period. Payment to Executive shall be made at the regular time for payment of such bonuses under the Company's Management Incentive Plan, but not later than the March 15 following the end of the relevant performance period, subject to any required delay described in subparagraph (c) below;

(c) Notwithstanding the provisions of subparagraphs (a) and (b) above, if the Executive is a “specified employee” under section 409A of the Internal Revenue Code of 1986, as amended (“Code”), no payment of deferred compensation within the meaning Code section 409A that is not exempted from application of Section 409A as an exempt short term deferral or exempt separation pay in accordance with applicable Treasury regulations will be paid to the Executive on account of his termination of employment for 6 months following the day he ceases active work, and any such payments due during such 6-month period will be held and paid on the first business day following completion of such 6-month period, along with interest calculated at the 6-month Treasury rate in effect at the beginning of the RA Period;

(d) Any unvested stock options, restricted stock or performance shares held by the Executive on his last day of active work that would have vested by the scheduled expiration of the Employment Period had the Executive not been discharged will vest on his last day of active work subject to the payment by the Executive of all applicable taxes. Any vested Arrow performance shares will be paid out in accordance with their terms. Any vested stock option will remain exercisable after the Executive ceases active work in accordance with the terms of the applicable award relating to post-termination exercise. Any stock options, performance shares or restricted stock not already vested on the Executive's last day of active work or vested on such last day in accordance with this subparagraph (d) will be forfeited on the Executive's last day of active work.

(e) The Executive's active participation in the Company's 401(k) Plan, ESOP and SERP will end on his last day of active work, and he will earn no vesting service and no additional benefits under those plans after that date. For purposes of receiving a distribution of his vested account balance under the 401(k) plan or ESOP, the Executive will be considered to have severed from service with the Company on his last day of active work.

(f) The Executive will remain covered by the Company medical plan during the RA Period under the same terms and conditions as an active employee. At the end of the RA Period the Executive will be entitled to continuation coverage for himself and his eligible dependents under the plan's COBRA provisions at his own expense. The Executive's participation in all other welfare benefit and fringe benefit plans of the Company will end on the day he ceases active work, subject to any conversion rights generally available to former employees under the terms of such plans.

Any Amounts payable to the Executive under this Paragraph 6 shall be reduced by the amount of the Executive's earnings from other employment (which the Executive shall have an affirmative duty to seek; provided, however, that the Executive shall not be obligated to accept a new position which is not reasonable comparable to his employment with the Company).

7. Release.

In consideration for the payments and benefits set forth in Paragraph 6, Executive agrees to execute and return to the Company a release in the following form:

“Vin Melvin (the “Executive”) and Arrow Electronics, Inc. and its affiliates (“Arrow”) each hereby releases the other and its agents, directors and employees from and against any and all claims (statutory, contractual or otherwise) arising out of the Executive's employment or the termination thereof or any discrimination in connection therewith and for any further additional payments of any kind or nature whatsoever except as expressly set forth in the employment agreement between the Executive and Arrow dated December 30, 2008. Without limiting the foregoing, the Executive hereby releases Arrow from any claim under the Age Discrimination in Employment Act and any other similar law. Nothing contained herein will be construed as impacting the Executive's right to claim unemployment benefits on account of his termination of employment with Arrow, if any, or preventing the Executive or Arrow from providing information to or making a claim with any governmental agency to the extent permitted or required by law. This release will, however, constitute an absolute bar to the recovery of any damages or additional compensation, consideration or relief of any kind or nature whatsoever arising out of or in connection with such claim."

The executed release required by this Paragraph 7 as a condition for payment under Paragraph 6 shall be given to the Company no later than 30 days following the Executive's last day of active work. The Company, in its sole discretion, may delay payment of any amount otherwise due hereunder pending receipt of such release and expiration of any applicable revocation period. If the Executive fails to provide the executed release by the expiration of such 30-day period, the Executive will forfeit any payments or benefits still due under Paragraph 6, including but not limited to any unexercised stock options the vesting of which was accelerated pursuant to the terms of Paragraph 6.

8. Non-Disclosure; Non-Competition; Trade Secrets.

During the Employment Period and for a period of two years after the termination of the Employment Period, the Executive will not, directly or indirectly:

(a) Disclosure of Information. Use, attempt to use, disclose or otherwise make known to any person or entity (other than to the Board of Directors of the Company or otherwise in the course of the business of the Company, its subsidiaries or affiliates and except as may be required by applicable law):

(i) any knowledge or information, including, without limitation, lists of customers or suppliers, trade secrets, know-how, inventions, discoveries, processes and formulae, as well as all data and records pertaining thereto, which he may acquire in the course of his employment, in any manner which may be detrimental to or cause injury or loss to the Company, its subsidiaries or affiliates; or

(ii) any knowledge or information of a confidential nature (including all unpublished matters) relating to, without limitation, the business, properties, accounting, books and records, trade secrets or memoranda of the Company, its subsidiaries or affiliates, which he now knows or may come to know in any manner which may be detrimental to or cause injury or loss to the Company, its subsidiaries or affiliates.

(b) Non-Competition. Engage or become interested in the United States, Canada or Mexico (whether as an owner, shareholder, partner, lender or other investor, director, officer, employee, consultant or otherwise) in the business of distributing electronic parts, components, supplies or systems, or any other business that is competitive with the principal business or businesses then (or, in the case of the post-termination covenant, as of the date of termination) conducted by the Company, its subsidiaries or affiliates (provided, however, that nothing contained herein shall prevent the Executive from acquiring or owning less than 1% of the issued and outstanding capital stock or debentures of a corporation whose securities are listed on the New York Stock Exchange, American Stock Exchange, or the National Association of Securities Dealers Automated Quotation System, if such investment is otherwise permitted by the Company's Human Resource and Conflict of Interest policies).

(c) Solicitation. Solicit or participate in the solicitation of any business of any type conducted by the Company, its subsidiaries or affiliates, during said term or thereafter, from any person, firm or other entity which is or was at any during the preceding 12 months (or, in the case of the post-termination covenant, during the 12 months preceding the date of termination) a supplier or customer, or prospective supplier or customer, of the Company, its subsidiaries or affiliates; or

(d) Employment. Employ or retain, or arrange to have any other person, firm or other entity employ or retain, or otherwise participate in the employment or retention of, any person who was an employee or consultant of the Company, its subsidiaries or affiliates, at any time during the period of twelve consecutive months immediately preceding such employment or retention.

The Executive will promptly furnish in writing to the Company, its subsidiaries or affiliates, any information reasonably requested by the Company (including any third party confirmations) with respect to any activity or interest the Executive may have in any business.

Except as expressly herein provided, nothing contained herein is intended to prevent the Executive, at any time after the termination of the Employment Period, from either (i) being gainfully employed or (ii) exercising his skills and abilities outside of such geographic areas, provided in either case the provisions of this Agreement are complied with.

9. Preservation of Business.

(a) General. During the Employment Period, the Executive will use his best efforts to advance the business and organization of the Company, its subsidiaries and affiliates, to keep available to the Company, its subsidiaries and affiliates, the services of present and future employees and to advance the business relations with its suppliers, distributors, customers and others.

(b) Patents and Copyrights, etc. The Executive agrees, without additional compensation, to make available to the Company all knowledge possessed by him relating to any methods, developments, inventions, processes, discoveries and/or improvements (whether patented, patentable or unpatentable) which concern in any way the business of the Company, its subsidiaries or affiliates, whether acquired by the Executive before or during his employment hereunder, provided that the Executive shall not disclose to the Company any such knowledge acquired by the Executive prior to his employment by the Company and which is owned by a third party.

Any methods, developments, inventions, processes, discoveries and/or improvements (whether patented, patentable or unpatentable) which the Executive may conceive of or make, related directly or indirectly to the business or affairs of the Company, its subsidiaries or affiliates, or any part thereof, during the Employment Period, shall be and remain the property of the Company. The Executive agrees promptly to communicate and disclose all such methods, developments, inventions, processes, discoveries and/or improvements to the Company and to execute and deliver to it any instruments deemed necessary by the Company to effect the disclosure and assignment thereof to it. The Executive also agrees, on request and at the expense of the Company, to execute patent applications and any other instruments deemed necessary by the Company for the prosecution of such patent applications or the acquisition of Letters Patent in the United States or any other country and for the assignment to the Company of any patents which may be issued. The Company shall indemnify and hold the Executive harmless from any and all costs, expenses, liabilities or damages sustained by the Executive by reason of having made such patent applications or being granted such patents.

Any writings or other materials written or produced by the Executive or under his supervision (whether alone or with others and whether or not during regular business hours), during the Employment Period which are related, directly or indirectly, to the business or affairs of the Company, its subsidiaries or affiliates, or are capable of being used therein, and the copyright thereof, common law or statutory, including

all renewals and extensions, shall be and remain the property of the Company. The Executive agrees promptly to communicate and disclose all such writings or materials to the Company and to execute and deliver to it any instruments deemed necessary by the Company to effect the disclosure and assignment thereof to it The Executive further agrees, on request and at the expense of the Company, to take any and all action deemed necessary by the Company to obtain copyrights or other protections for such writings or other materials or to protect the Company's right, title and interest therein. The Company shall indemnify, defend and hold the Executive harmless from any and all costs, expenses, liabilities or damages sustained by the Executive by reason of the Executive's compliance with the Company's request

(c) Return of Documents. Upon the termination of the Employment Period, including any termination of employment described in Paragraph 6, the Executive will promptly return to the Company all copies of information protected by Paragraph 9(a) hereof or pertaining to matters covered by subparagraph (b) of this Paragraph 9 which are in his possession, custody or control, whether prepared by him or others.

10. Separability.

The Executive agrees that the provisions of Paragraphs 8 and 9 hereof constitute independent and separable covenants which shall survive the termination of the Employment Period and which shall be enforceable by the Company notwithstanding any rights or remedies the Executive may have under any other provisions hereof. The Company agrees that the provisions of Paragraph 6 hereof constitute independent and separable covenants which shall survive the termination of the Employment Period and which shall be enforceable by the Executive notwithstanding any rights or remedies the Company may have under any other provisions hereof.

11. Specific Performance.

The Executive acknowledges that (i) the services to be rendered under the provisions of this Agreement and the obligations of the Executive assumed herein are of a special, unique and extraordinary character; (ii) it would be difficult or impossible to replace such services and obligations; (iii) the Company, its subsidiaries and affiliates will be irreparably damaged if the provisions hereof are not specifically enforced; and (iv) the award of monetary damages will not adequately protect the Company, its subsidiaries and affiliates in the event of a breach hereof by the Executive. The Company acknowledges that (i) the Executive will be irreparably damaged if the provisions of Paragraphs 6 hereof are not specifically enforced and (ii) the award of monetary damages will not adequately protect the Executive in the event of a breach thereof by the Company. By virtue thereof, the Executive agrees and consents that if he violates any of the provisions of this Agreement, and the Company agrees and consents that if it violates any of the provisions of Paragraphs 6 hereof, the other party, in addition to any other rights and remedies available under this Agreement or otherwise, shall (without any bond or other security being required and without the necessity of proving monetary damages) be entitled to a temporary and/or permanent injunction to be issued by a court of competent jurisdiction restraining the breaching party from committing or continuing any violation of this Agreement, or any other appropriate decree of specific performance. Such remedies shall not be exclusive and shall be in addition to any other remedy which any of them may have.

12. Miscellaneous.

(a) Entire Agreement; Amendment. This Agreement constitutes the whole employment agreement between the parties and may not be modified, amended or terminated except by a written instrument executed by the parties hereto. It is specifically agreed and understood, however, that the provisions of that certain letter agreement dated as of December 30, 2008 granting to the Executive extended separation benefits in the event of a change in control of the Company shall survive and shall not be affected hereby. All other agreements between the parties pertaining to the employment or remuneration of the Executive not specifically contemplated hereby or incorporated or merged herein are terminated and shall be of no further force or effect.

(b) Assignment. Except as stated below, this Agreement is not assignable by the Company without the written consent of the Executive, or by the Executive without the written consent of the Company, and any purported assignment by either party of such party's rights and/or obligations under this Agreement shall be null and void; provided, however, that, notwithstanding the foregoing, the Company may merge or consolidate with or into another corporation, or sell all or substantially all of its assets to another corporation or business entity or otherwise reorganize itself, provided the surviving corporation or entity, if not the Company, shall assume this Agreement and become obligated to perform all of the terms and conditions hereof, in which event the Executive's obligations shall continue in favor of such other corporation or entity.

(c) Waivers, etc. No waiver of any breach or default hereunder shall be considered valid unless in writing, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature. The failure of any party to insist upon strict adherence to any term of this Agreement on any occasion shall not operate or be construed as a waiver of the right to insist upon strict adherence to that term or any other term of this Agreement on that or any other occasion.

(d) Provisions Overly Broad. In the event that any term or provision of this Agreement shall be deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, the court considering the same shall have the power and hereby is authorized and directed to modify such term or provision to limit such scope, duration or area, or all of them, so that such term or provision is no longer overly broad and to enforce the same as so limited. Subject to the foregoing sentence, in the event any provision of this Agreement shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid or unenforceable any other provision of this Agreement.

(e) Notices. Any notice permitted or required hereunder shall be in writing and shall be deemed to have been given on the date of delivery or, if mailed by registered or certified mail, postage prepaid, on the date of mailing:

(i) if to the Executive to:
Vin Melvin
26 Mount Grey Road
Stony Brook, NY 11790

(ii) if to the Company to:
Arrow Electronics, Inc.
50 Marcus Drive
Melville, New York 11747
Attention: Peter S. Brown
Senior Vice President and
General Counsel

Either party may, by notice to the other, change his or its address for notice hereunder.

(f) New York Law. This Agreement shall be construed and governed in all respects by the internal laws of the State of New York, without giving effect to principles of conflicts of law.

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

ARROW ELECTRONICS, INC.

By: /s/ Peter S. Brown
Peter S. Brown
Senior Vice President & General Counsel

THE EXECUTIVE

/s/ Vin Melvin
Vin Melvin

Exhibit 10(j)(viii)

October 1, 2011

Gretchen Zech
3607 Henry's Garden Lane
Raleigh, NC 27612

Dear Gretchen,

Congratulations!

On behalf of Arrow Electronics Inc., I am delighted to extend to you an offer to join the Company as Senior Vice President, Human Resources, reporting to me. We look forward to having you join Arrow as soon as possible.

This letter, the Term Sheet and its accompanying enclosures confirm all of the terms of employment and supersede any prior understandings or agreements, whether oral or written, between you and the Company. This offer letter may not be amended or modified except by an express written agreement signed by each of us.

Title: Senior Vice President, Human Resources.

Annual Salary: You will be paid a salary at no less than the annual rate of $360,000, payable in monthly installments, subject to a maximum reduction of 15% only to the extent and during the continuation of a Company-wide pay cut/furlough program and only to the extent applicable to other senior executives of the Company.

Annual Incentive: You will receive an annual target incentive award of no less than $225,000. The actual earned incentive may be higher or lower depending on business results and your individual performance, with a cap of 200% of your target incentive award amount. The bonus will be based on the provisions of the Management Incentive Compensation Plan ("MICP"), as highlighted in the Executive Incentive Plan Descriptions. For 2011, your bonus will be prorated for the months you actually work at Arrow.

Sign-on Award: You will receive a one-time welcome-aboard award with a fair market value of up to $453,750, of which $316,250 will be paid in cash and the balance will take the form of an equity grant of time based restricted stock units. The equity grant will vest in four equal annual installments with the first 25% vesting one year after the date of the award and will be awarded to you at the first meeting of Arrow's Board of Directors (BOD) after you begin employment. Should you voluntarily resign from your employment within the first 12 months, you will be required to repay the full amount of the cash portion of this one-time award. In 2012 and thereafter, you will participate in the annual award of equity grants on a basis consistent with other senior executives and subject to the terms and provisions of the Plans applicable to other senior executives.

Relocation: As part of this offer, you will participate in Arrow's relocation benefit. Upon acceptance of this offer, a relocation specialist will contact you to begin the relocation process. Please wait until you have been contacted before arranging any moving services. If you have any immediate questions, please contact Carol Casey.

In accordance with Arrow policy, this employment offer is contingent upon successful completion of all aspects of Arrow's pre-employment screening process. This process includes a satisfactory check of references, the verification of your educational credentials, background search as indicated on the enclosed Consent to Conduct Background Investigation form as well as your successful completion of a pre-employment test for the presence of illegal drugs. Please understand that this offer may be withdrawn and/or your employment may be terminated in the event you fail to successfully complete any of these elements.

Also, as required by current US immigration law, this offer is contingent on your ability to satisfy the requirements of the I-9 form. The I-9 process requires you to provide documents that will establish your identity and legal authorization to work in the United States. Please refer to the enclosed I-9 for a listing of acceptable documentation, which must be provided within three (3) days

of your first day of employment at Arrow.

Please review the attached memo, titled "Details of Offer of Employment" which provides you with important information such as the pre-employment drug screening, the signed offer letter, as well as the enclosed I-9 and W-4 forms.

This offer letter, the Term Sheet, and its accompanying enclosures, sets out the complete terms of our offer to you, and to the extent you execute it, the terms and conditions of your employment, but in no event shall it be construed as a contract of employment for a fixed period of time. Your employment is at-will, which means that you or the Company is free to terminate your employment at any time, subject to the terms and conditions of the Term Sheet.

By signing this offer letter and returning one copy of your offer letter to Peter S. Brown, you represent and warrant to the Company that you are under no contractual commitments inconsistent with your obligations to the Company. The second copy is for your records.

Gretchen, we look forward to you joining us, and wish you a successful and rewarding career with Arrow. Feel free to call me with any questions you may have. Please note this offer expires at the close of business on Friday, October 7, 2011.

Best Regards,

/s/ Michael J. Long

Michael J. Long
Chairman, President and CEO

Accepted and agreed to this 5th day of October, 2011

/s/ Gretchen Zech
Gretchen Zech

Enclosures (provided under separate cover)
Drug Screening Chain of Custody Form
Executive Details of Offer of Employment
Employee Handbook
Employee Benefits
MIP(Management Insurance Program)
Business Code of Conduct & Ethics
Consent to Conduct Background Investigation
Employee Certification
Language Skills Form
Drug-free Workplace Summary Policy Booklet
I-9 and W-4
New Employee Information Form
Term Sheet (attached)

CC: Peter S. Brown

TERM SHEET

Duties and Responsibilities

The Board of Directors shall have the right to adjust Executives' duties, responsibilities, and title, provided however that the new title, duties and responsibilities shall not in the aggregate, represent a material diminution in, or be materially inconsistent with, Executive's prior title, duties and responsibilities as a Senior Vice President, Human Resources.

SERP

The Executive shall participate in the Company's Unfunded Pension Plan for Selected Executives (the "SERP") in accordance with its terms.

Car Allowance

The Executive will receive a monthly automobile allowance of $850.

Expenses

The Company will reimburse Executive for all reasonable business expense incurred in the performance of Executive's employment duties in accordance with the Company's expense reimbursement policy.

Office and Staff

The Company will provide the Executive with an office, secretary and such other facilities as may be reasonably required for the proper discharge of her duties hereunder.

Indemnification

The Company will indemnify, defend and hold harmless the Executive for any and all liabilities to which she may be subject as a result of her employment pursuant to the Company's Certificate of Incorporation, By-laws and directors and officers' liability insurance policies.

Vacation

The Executive will receive 4 weeks of vacation annually.

Participation in Plans

The Executive will participate in any and all of the plans or programs made available by the Company (or its subsidiaries, divisions or affiliates) to, or for the benefit of, executives (including the annual stock option and restricted stock grant programs) or employees in general, on a basis consistent with other senior executives.

Disability

If the Executive is absent on account of being disabled (as defined below), the Executive shall receive the following: (1) Executive's base salary, bonus and other benefits set forth in her offer letter, provided however, that such remuneration shall be reduced by the amount of any payments she may otherwise receive as a result of her disability pursuant to a disability program provided by or through the Company; (2) Executive's medical benefits shall remain in full force; and (3) Executive's life insurance shall remain in full force.

Executive will be deemed "disabled" if she is absent from work because she is incapacitated due to an accident or physical or mental impairment, and (i) she is expected to return to her duties with the Company within 6 months after the beginning of her absence; or (ii) Executive is unable to perform her duties or those of a substantially similar position of employment due to a medically-determinable physical or mental impairment which can be expected to result in death or last for a continuous period of not less than 6 months.

Executive's employment will end on the 180th consecutive day of her absence due to being Disabled (as defined above), in which case she will be entitled to no further payments or benefits from the Company, except that (a) the medical benefits for her and her family shall remain in full force and effect, subject the terms of the underlying plan and subject to the requirement that Executive continues to pay the "employee portion" of the cost thereof; and (b) Executive's life insurance policy under the Management Insurance Program shall be transferred to her subject to the terms of the plan.

Voluntary Resignation

In the event Executive voluntarily terminates her employment, she will be entitled to no further payments or benefits from the Company (other than salary earned through the date of termination) and all unvested/unearned stock options, restricted stock or performance shares shall immediately be deemed forfeited.

Termination for Cause

In the event of Executive's failure to cure, to the satisfaction of the Company, any malfeasance, willful misconduct, active fraud or gross negligence in connection with her employment within 30 days following written notice by the Company to the Executive of such breach ("Cause"), the Company shall have the right to terminate Executive's employment without any further payments or benefits (other than salary earned through the date of termination), and Executive will have no further obligations to the Company except her obligations with respect to Non-Disclosure, Non-Competition, Solicitation, Employment, and Intellectual Property as set forth herein ("Continuing Obligations").

Termination for Good Reason

If during Executive's employment the Board of Directors does not either continue the Executive in the office of Senior Vice President, Human Resources or elect her to some other executive office satisfactory to the Executive, the Executive shall have the right to decline to give further service to the Company. If the Executive decides to exercise such right to decline to give further service, she shall within forty-five days after such action or omission by the Board of Directors give written notice to the Company stating her objection and the action necessary to correct it, and she shall permit the Company to have a forty-five day period in which to correct its action or omission. If the Company makes a correction satisfactory to the Executive, the Executive shall be obligated to continue to serve the Company. If the Company does not make such a correction, at the expiration of such forty-five days, Executive will receive the Severance Payments, as described below.

Severance Payments:
Termination without Cause
Or for Good Reason

If, the Company terminates Executive's employment without cause, or Executive terminates her employment for good reason, subject to the Executive's execution of a release as set forth below, Executive will be entitled to the severance payments and benefits described herein, subject to the terms and conditions described herein ("Severance Payments").

Executive will be placed on inactive or "RA" status for a period (the "RA Period") beginning on the day following her last day of active work and ending on the earliest of (i) the day she fails to observe any provision of this Term Sheet; or (ii) eighteen (18) months following her last day of active work.

Executive will be entitled to the following during the RA Period:

(a) Executive's base salary on the same schedule as if she still were an active employee;

(b) Two-thirds of Executive's targeted incentive for the year in which she ceases active employment and 33.35% of her targeted incentive for the final six (6) months during the RA Period, payable if the Executive is still on RA status on the scheduled payment date or, in the case of the year during which RA status terminates, if the Executive is still on RA status on the last day of the RA Period. Payment to Executive shall be made at the regular time for payment of such bonuses under the Company's Management Incentive Plan, but not later than the March 15 following the end of the relevant performance period, subject to any required delay in accordance with 409A as described herein;

(c) Any unvested stock options, restricted stock or performance shares held by the Executive on her last day of active work that would have vested within 18 months

from Executive's last day of active work will vest on her last day of active work subject to the payment by the Executive of all applicable taxes. Any vested Arrow performance shares will be paid out in accordance with their terms. Any vested stock option will remain exercisable after the Executive ceases active work in accordance with the terms of the applicable award relating to post-termination exercise. Any stock options, performance shares or restricted stock not already vested on the Executive's last day of active work or vested on such last day in accordance with this subparagraph will be forfeited on the Executive's last day of active work.

(d) The Executive will remain covered by the Company medical plan during the RA Period under the same terms and conditions as an active employee. At the end of the RA Period the Executive will be entitled to continuation coverage for herself and her eligible dependents under the plan's COBRA provisions at her own expense.

(e) The Executive's participation in all other welfare benefit and fringe benefit plans of the Company will end on the day she ceases active work, subject to any conversion rights generally available to former employees under the terms of such plans.

(f) The Executive's active participation in the Company's 401(k) Plan, ESOP and SERP will end on her last day of active work, and she will earn no vesting service and no additional benefits under those plans after that date. For purposes of receiving a distribution of her vested account balance under the 401(k) plan or ESOP, the Executive will be considered to have severed from service with the Company on her last day of active work.

Notwithstanding anything contained herein to the contrary, any Severance Payments or benefits that would be made or provided to Executive: (i) will only be made or provided if Executive is then in compliance with the terms and conditions of this Term Sheet and the Continuing Obligations (i.e. non-competition, non-solicitation, Intellectual Property provisions as described herein), and (ii) will be forfeited if Executive is not then in compliance with such provisions.

Compliance with 409A

Notwithstanding any other provision herein, if Executive is a “specified employee” under section 409A of the Internal Revenue Code of 1986, as amended (“Code”), no payment of deferred compensation within the meaning Code section 409A that is not exempted from application of Section 409A as an exempt short term deferral or exempt separation pay in accordance with applicable Treasury regulations will be paid to Executive on account of her termination of employment for six (6) months following the day she cease active work, and any such payments due during such six (6) month period will be held and paid on the first business day following completion of such six (6) month period, along with interest calculated at the six (6) month Treasury rate in effect as of the date of her termination.

Right to Set-Off

Executive shall have an affirmative duty to seek other employment following her last day of active work with Arrow; provided, however, that she is not obligated to accept a new position which is not reasonably comparable to her employment with Arrow or which violates her Non-Competition obligations set forth herein. Any Severance Payments payable to Executive shall be reduced by the amount of her earnings from other employment.

Change in Control

Executive will receive the Company's standard agreement providing severance benefits in the event of termination in connection with a future change in control, subject to the terms and conditions of the applicable plan document, the substance of which agreement and plan are summarized accurately in Arrow's Proxy Statement.

Release

In consideration for the Severance Payments and benefits set forth herein, upon her termination for which she is entitled to Severance Payments, Executive shall execute

and return to Arrow a release in a form and substance no less favorable to Executive than that applicable to other senior executives.

Non-Disclosure

Executive will comply with Arrow's Confidential Information policy as outlined in the Arrow's Employee Handbook during her employment and thereafter.

Non-Competition

During Executive's employment and for a period of two years after the termination of her employment, she will not, directly or indirectly, engage or become interested in the United States, Canada or Mexico (whether as an owner, shareholder, partner, lender or other investor, director, officer, employee, consultant or otherwise) in the business of distributing electronic parts, components, supplies or systems, or any other business that is competitive with the principal business or businesses then (or, in the case of the post-termination covenant, as of the date of termination) conducted by the Company, its subsidiaries or affiliates (provided, however, that nothing contained herein shall prevent the Executive from acquiring or owning less than 1% of the issued and outstanding capital stock or debentures of a corporation whose securities are listed on the New York Stock Exchange, American Stock Exchange, or the National Association of Securities Dealers Automated Quotation System, if such investment is otherwise permitted by the Company's Human Resource and Conflict of Interest policies).

Executive will promptly furnish in writing to the Company, any information reasonably requested by the Company (including any third party confirmations) with respect to any activity or interest the Executive may have in any business.

Solicitation

During Executive's employment and for a period of two years after the termination of her employment, she will not, directly or indirectly solicit or participate in the solicitation of any business of any type conducted by the Company, its subsidiaries or affiliates, during said term or thereafter, from any person, firm or other entity which is or was at any time during the preceding 12 months (or, in the case of the post-termination covenant, during the 12 months preceding the date of termination) a supplier or customer, or prospective supplier or customer, of the Company, its subsidiaries or affiliates.

Employment

During Executive's employment and for a period of two years after the termination of her employment, she will not, directly or indirectly employ or retain, or arrange to have any other person, firm or other entity employ or retain, or otherwise participate in the employment or retention of, any person who was an employee or consultant of the Company, its subsidiaries or affiliates, at any time during the period of twelve consecutive months immediately preceding such employment or retention.

Intellectual Property

Executives will comply with Arrow's Intellectual Property Policy as described in Arrow's Employment handbook during her employment and thereafter.

Governing Law

The Offer Letter and this Term Sheet shall be construed and governed in all respects by the internal laws of the State of New York, without giving effect to principles of conflicts of law.

Exhibit 10(m)(xx)

AMENDMENT NO. 19 TO TRANSFER AND ADMINISTRATION AGREEMENT

AMENDMENT NO. 19 TO TRANSFER AND ADMINISTRATION AGREEMENT, dated as of February 15, 2011 (this "Amendment"), to that certain Transfer and Administration Agreement dated as of March 21, 2001, as amended by Amendment No. 1 to Transfer and Administration Agreement dated as of November 30, 2001, Amendment No. 2 to Transfer and Administration Agreement dated as of December 14, 2001, Amendment No. 3 to Transfer and Administration Agreement dated as of March 20, 2002, Amendment No. 4 to Transfer and Administration Agreement dated as of March 29, 2002, Amendment No. 5 to Transfer and Administration Agreement dated as of May 22, 2002, Amendment No. 6 and Limited Waiver to Transfer and Administration Agreement dated as of September 27, 2002, Amendment No. 7 to Transfer and Administration Agreement dated as of February 19, 2003, Amendment No. 8 to Transfer and Administration Agreement dated as of April 14, 2003, Amendment No. 9 to Transfer and Administration Agreement dated as of August 13, 2003, Amendment No. 10 to Transfer and Administration Agreement dated as of February 18, 2004, Amendment No. 11 to Transfer and Administration Agreement dated as of August 13, 2004, Amendment No. 12 to Transfer and Administration Agreement dated as of February 14, 2005, Amendment No. 13 to Transfer and Administration Agreement dated as of February 13, 2006, Amendment No. 14 to Transfer and Administration Agreement dated as of October 31, 2006, Amendment No. 15 to Transfer and Administration Agreement dated as of February 12, 2007, Amendment No. 16 to Transfer and Administration Agreement dated as of March 27, 2007, Amendment No. 17 to Transfer and Administration Agreement dated as of March 26, 2010, Amendment No. 18 to Transfer and Administration Agreement dated at of December 15, 2010 (as so amended and in effect, the "TAA"), by and among Arrow Electronics Funding Corporation, a Delaware corporation (the "SPV"), Arrow Electronics, Inc., a New York corporation, individually ("Arrow") and as the initial Master Servicer, the several commercial paper conduits identified on Schedule A to the TAA and their respective permitted successors and assigns (the "Conduit Investors"; each individually, a "Conduit Investor"), the agent bank set forth opposite the name of each Conduit Investor on such Schedule A and its permitted successors and assigns (each a "Funding Agent") with respect to such Conduit Investor, Bank of America, National Association, a national banking association, as the administrative agent for the Investors (the "Administrative Agent"), and the financial institutions from time to time parties thereto as Alternate Investors. Capitalized terms used and not otherwise defined herein have the meanings assigned to such terms in the TAA.

PRELIMINARY STATEMENTS:

WHEREAS, the SPV, Arrow, the Conduit Investors, the Funding Agents, the Alternate Investors and the Administrative Agent have entered into the TAA;

WHEREAS, the SPV and Arrow have requested that the Conduit Investors, the Funding Agents, the Alternate Investors and the Administrative Agent agree to make certain changes and amendments to the TAA;

WHEREAS, subject to the terms and conditions set forth herein, the Conduit Investors, the Alternate Investors, the Funding Agents and the Administrative Agent are willing to make such changes and amendments to the TAA; and

WHEREAS, Bryant Park Funding LLC and Starbird Funding Corp. desire to become Conduit Investors under the TAA, and HSBC Bank plc and BNP Paribas, New York branch desire to become Alternate Investors and Funding Agents under the TAA.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I Amendments to the TAA. Effective as of the date hereof and subject to the satisfaction of the conditions precedent set forth in Section 3 hereof, the TAA is hereby amended to incorporate the changes reflected on Exhibit A hereto.

ARTICLE II Representations and Warranties of the SPV and Arrow. To induce the Conduit Investors, Alternate Investors, the Funding Agents and the Administrative Agent to enter into this Amendment, the SPV and Arrow each makes the following representations and warranties (which representations and warranties shall survive the execution and delivery of this Amendment) as of the date hereof, after giving effect to the amendments set forth herein:

SECTION 2.1 Authority. The SPV and Arrow each has the requisite corporate power, authority and legal right to execute and deliver this Amendment and to perform its obligations hereunder and under the Transaction Documents, including the TAA (as modified hereby). The execution, delivery and performance by the SPV and Arrow of this Amendment and their performance of the Transaction Documents, including the TAA (as modified hereby), have been duly approved by all necessary corporate action and no other corporate proceedings are necessary to consummate such transactions.

SECTION 2.2 Enforceability. This Amendment has been duly executed and delivered by the SPV and Arrow. This Amendment is the legal, valid and binding obligation of the SPV and Arrow, enforceable against the SPV and Arrow in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium or other similar laws affecting the rights of creditors generally and the application of general principles of equity (regardless of whether considered in a proceeding at law or in equity). The making and delivery of this Amendment and the performance of the Agreement, as amended by this Amendment, do not violate any provision of law or any regulation (except to the extent that the violation thereof could not, in the aggregate, be expected to have a Material Adverse Effect or a material adverse effect on the condition (financial or otherwise), business or properties of Arrow and the other Originators, taken as a whole), or its charter or by-laws, or result in the breach of or constitute a default under or require any consent under any indenture or other agreement or instrument to which it is a party or by which it or any of its properties may be bound or affected.

SECTION 2.3 Representations and Warranties. The representations and warranties contained in the Transaction Documents are true and correct on and as of the date hereof as though made on and as of the date hereof after giving effect to this Amendment.

SECTION 2.4 No Termination Event. After giving effect to this Amendment, no event has occurred and is continuing that constitutes a Termination Event or a Potential Termination Event.

ARTICLE III Conditions Precedent. This Amendment shall become effective, as of the date hereof, on the date on which the following conditions precedent shall have been fulfilled:

SECTION 3.1 This Amendment. The Administrative Agent shall have received counterparts of this Amendment, duly executed by each of the parties hereto.

SECTION 3.2 Additional Documents. The Administrative Agent shall have received all additional approvals, certificates, documents, instruments and items of information as the Administrative Agent may reasonably request and all of the foregoing shall be in form and substance reasonably satisfactory to the Administrative Agent and each Funding Agent.

SECTION 3.3 Fees and Expenses. Each Person becoming a Funding Agent upon giving affect to this Amendment shall have received for the benefit of itself and its Investors payment in full of such fees and reimbursement of such expenses as may be due and payable by the SPV to such Funding Agent and Investor in connection with this Amendment.

ARTICLE IV References to and Effect on the Transaction Documents.

SECTION 4.1 Except as specifically amended and modified hereby, each Transaction Document is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed.

SECTION 4.2 The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of any Investor, Funding Agent or the Administrative Agent under any Transaction Document, nor constitute a waiver, amendment or modification of any provision of any Transaction Document, except as expressly provided in Section 1 hereof.

SECTION 4.3 This Amendment contains the final and complete integration of all prior expressions by the parties hereto with respect to the subject matter hereof and shall constitute the entire agreement among the parties hereto with respect to the subject matter hereof superseding all prior oral or written understandings.

SECTION 4.4 Each reference in the TAA to “this Agreement”, “hereunder”, “hereof” or words of like import, and each reference in any other Transaction Document to “the Transfer and Administration Agreement”, “thereunder”, “thereof” or words of like import, referring to the Agreement, shall mean and be a reference to the Agreement as amended hereby.

ARTICLE V Execution in Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by telefacsimile shall be effective as delivery of a

manually executed counterpart of this Amendment.

ARTICLE VI GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

ARTICLE VII WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG ANY OF THEM ARISING OUT OF, CONNECTED WITH, RELATING TO OR INCIDENTAL TO THE RELATIONSHIP BETWEEN THEM IN CONNECTION WITH THIS AMENDMENT OR ANY OTHER TRANSACTION DOCUMENT.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

Arrow Electronics Funding Corporation,
as SPV

By: /s/ Michael J. Taunton
Name: Michael J. Taunton
Title: Vice President and Treasurer

Arrow Electronics, Inc.,
individually and as Master Servicer

By: /s/
Peter
S.
Brown
Name: Peter S. Brown
Title: Senior Vice President

Bank of America, National Association,
as a Funding Agent, as Administrative Agent, and as an
Alternate Investor

By: /s/
Robert
R.
Wood
Name: Robert R. Wood
Title: Director

Liberty Street Funding LLC,
as a Conduit Investor

By:
/s/ Jill
A.
Russo
Name: Jill A. Russo
Title: Vice President

The Bank of Nova Scotia,
as a Funding Agent and as an Alternate Investor

By:
/s/
Luke
Evans
Name: Luke Evans
Title: Director

Gotham Funding Corporation,
as a Conduit Investor

By: /s/ Frank B. Bilotta
Name: Frank B. Bilotta
Title: President

The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch,
as a Funding Agent

By: /s/ Aditya Reddy
Name: Aditya Reddy
Title: Senior Vice President

The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch,
as an Alternate Investor

By: /s/ Kenneth K. Egusa
Name: Kenneth K. Egusa
Title: Authorized Signatory

Wells Fargo, N.A., as a Funding Agent and as an Alternate Investor

By: /s/ William P. Rutkowski
Name: William P. Rutkwoski
Title: Vice President

Bryant Park Funding LLC, as Conduit Investor

By: /s/
Damian
A.
Perez
Name: Damian A. Perez
Title: Vice President

HSBC Bank plc, as Funding Agent and Alternate Investor

By: __
/s/
Lee
Jones
Name: Lee Jones
Title: Associate Director

HSBC Securities (USA) Inc., as Funding Agent

By: /s/ __
Thomas
Carroll
Name: Thomas Carroll
Title: Director

Starbird Funding Corp., as Conduit Investor

By: /s/ Frank B. Bilotta
Name: Frank B. Bilotta
Title: President

BNP Paribas, New York branch, as Funding Agent and Alternate Investor

By: /s/ Philippe Mojon
Name: Philippe Mojon
Title: Director

By: /s/ Doo-Sik Nam
Name: Doo-Sik Nam
Title: Vice President

EXHIBIT A

Please see attached.

Conformed Copy: Incorporating Amendments 1-19

The TAA formerly provided that a Conduit Investor had the option of being either a Match Funding Conduit Investor or a Pooled Funding Conduit Investor. On March 27, 2007, (i) such option terminated, (ii) each Conduit Investor was thereupon and at all times thereafter deemed to be a Pooled Funding Conduit Investor and (iii) each term or provision of the TAA, including, without limitation, Section 2.4(b), relating to a Conduit Investor as a Match Funding Conduit Investor ceased to be operative or available.

Transfer and Administration Agreement

by and among

Arrow Electronics Funding Corporation,

Arrow Electronics, Inc.,

Individually and as Master Servicer

The Persons Parties hereto as Conduit Investors,
Alternate Investors and Funding Agents

Bank of America,
National Association,
as Administrative Agent

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Exhibit I-4 Form of Opinion of Counsel to SBM and Support Net, Inc.
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Transfer and Administration Agreement

This **Transfer and Administration Agreement** (this "Agreement"), dated as of March 21, 2001, by and among Arrow Electronics Funding Corporation, a Delaware corporation (the "SPV"), Arrow Electronics, Inc., a New York corporation, individually ("Arrow") and as initial Master Servicer, the several commercial paper conduits identified on Schedule A and their respective permitted successors and assigns (the "Conduit Investors"; each individually, a "Conduit Investor"), the financial institutions from time to time parties hereto as Alternate Investors, the agent bank set forth opposite the name of each Conduit Investor on Schedule A and its permitted successors and assigns (each a "Funding Agent") with respect to such Conduit Investor and Alternate Investor and Bank of America, National Association, a national banking association ("Bank of America"), as the Administrative Agent for the Conduit Investors and the Alternate Investors. Each Conduit Investor, its related Alternate Investor and its related Funding Agent shall comprise a purchaser group (each, a "Purchaser Group"); provided, however, that no Purchaser Group is required to include a Conduit Investor.

ARTICLE VIII

DEFINITIONS

SECTION 8.1. Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Additional Commitment Amendment" means an amendment to this Agreement pursuant to the provisions hereof, among the SPV, Arrow, the Administrative Agent and a commercial paper conduit and the alternate investors related thereto providing for such commercial paper conduit and alternate investors to become a party to this Agreement with a corresponding increase in the Facility Limit hereunder.

"Additional Costs" is defined in Section 9.2(d).

"Adjusted Consolidated EBITDA" means for any fiscal period, without duplication (a) the Consolidated Net Income of Arrow and its CA Subsidiaries for such period, plus (b) to the extent deducted from earnings in determining Consolidated Net Income for such period, the sum, in each case for such period, of income taxes, interest expense, depreciation expense amortization expense, including amortization of any goodwill or other intangibles, minus (c) to the extent included in determining Consolidated Net Income for such period, non-cash equity earnings of unconsolidated CA Affiliates, plus (d) to the extent excluded in determining Consolidated Net Income for such period, cash distributions received by Arrow from unconsolidated CA Affiliates, plus (e) to the extent deducted from earnings in determining Consolidated Net Income for such period, non-cash charges due to impairments recorded in such period in accordance with the Financial Accounting Standards Board's Statement of Financial Accounting Standards No. 142, all as determined on a consolidated basis in accordance with GAAP plus (f) gains or losses related to the early extinguishment of notes, bonds or other fixed income investments plus (g) gains or losses due to integration or restructuring charges to the extent disclosed in public filings; provided that in determining Adjusted Consolidated EBITDA for any period of four consecutive fiscal quarters during which any business is acquired by Arrow, such Adjusted Consolidated EBITDA shall be measured on a pro forma basis to include the consolidated EBITDA of the acquired business (determined for such business in the manner Adjusted Consolidated EBITDA is determined for Arrow, as described above in this definition), plus identifiable, board-approved and publicly announced acquisition-related synergies which are expected to be realized over a twelve-month period following such acquisition.

"Administrative Agent" means Bank of America or an Affiliate thereof, as Administrative Agent for the Conduit Investors, the Funding Agents and the Alternate Investors.

"Administrative Agent-Related Persons" means the Administrative Agent, together with its Affiliates, and the officers, directors, employees, agents and attorneys-in-fact of such Persons and their respective Affiliates.

"Administrative Fee" means the fee payable to the Administrative Agent as set forth in the Fee Letter.

"Adverse Claim" means a lien, security interest, charge or encumbrance, or other right or claim in, of or on any Person's assets or properties (including any UCC financing statement or any similar instrument filed against such Person's assets or properties, and excluding (i) any repurchase right of HP in the HP Receivables pursuant to the HP Receivables Purchase Agreement, (ii) any lien, security interest, charge or encumbrance relating solely to Receivables with Allied Signal, Inc. as the Obligor, at any time when such Receivables are not treated as "Eligible Receivables" hereunder and (iv) the HP Financing Statement) in favor of any other Person (including any bankruptcy trustee with respect to any Originator or the SPV).

"Affected Assets" means, collectively, (a) the Receivables, (b) the Related Security, (c) all rights and remedies of the SPV under the First Tier Agreement, together with all financing statements filed by the SPV against Arrow in connection therewith, (d) all Blocked Accounts and all funds and investments therein and all Blocked Account Agreements, and (e) all proceeds of the foregoing.

"Affiliate" means as to any Person, any other Person which, directly or indirectly, owns, is in control of, is controlled by, or is under common control with, such Person, in each case whether beneficially, or as a trustee, guardian or other fiduciary. A Person shall be deemed to control another Person if the controlling Person possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of the other Person, whether through the ownership of voting securities or membership interests, by contract, or otherwise.

"Aggregate Commitment" means, at any time, the sum of the Commitments then in effect.

"Aggregate Unpaids" means, at any time, an amount equal to the sum of (a) the aggregate unpaid Yield accrued and to accrue to maturity with respect to all Rate Periods at such time, (b) the Net Investment at such time and (c) all other amounts owed (whether or not then due and payable) hereunder and under the other Transaction Documents by the SPV or Arrow to the Administrative Agent, the Funding Agents, the Investors or the Indemnified Parties at such time, including all Fees, expenses, breakage costs and indemnities or any amounts payable to a successor administrative agent pursuant to Section 10.9.

"Agreement" is defined in the preamble.

"Allocable Portion of Maximum Net Investment" means, with respect to each Alternate Investor, the dollar amount set forth opposite such Alternate Investor's name on Schedule A hereto under the heading "Allocable Portion of Maximum Net Investment".

"Alternate Investor Percentage" means, at any time, a fraction, expressed as a percentage, the numerator of which is the portion of the Net Investment funded by the Alternate Investor(s) related to a particular Conduit Investor and the denominator of which is the Net Investment funded through the Related Funding Agent at such time.

"Alternate Investors" means each financial institution identified as such on Schedule A and any other financial institution that shall become a party to this Agreement pursuant to Section 11.8.

"Alternate Rate" is defined in Section 2.4.

"Arrow" means Arrow Electronics, Inc., a New York corporation.

"Arrow Asia" means Arrow Asia Distribution Limited, a company incorporated in Hong Kong and having its registered office at 20th Floor, Ever Gain Plaza, Tower 2, 88 Container Port Road, Kwai Chung, New Territories, Hong Kong.

"Arrow Asia Receivable" means a Receivable originated by Arrow Asia.

"Arrow ECS" means Arrow Enterprise Computing Solutions, Inc., a Delaware corporation.

"Arrow Rating Event" means the withdrawal or downgrade of the long-term senior unsecured debt rating of Arrow below either BBB- or Baa3 by S&P and Moody's, respectively.

"Asset Interest" is defined in Section 2.1(b).

"Assignment Amount" means, with respect to an Alternate Investor at the time of any assignment pursuant to this Agreement, an amount equal to the least of (a) such Alternate Investor's Special Pro Rata Share of the applicable Net Investment requested by the related Conduit Investor to be assigned at such time; and (b) such Alternate Investor's unused Commitment (minus the unrecovered principal amount of such Alternate Investor's investments in the Asset Interest pursuant to the Program Support Agreement to which it is a party).

"Assignment and Assumption Agreement" means an Assignment and Assumption Agreement substantially in any of the forms set forth in Exhibit A.

"Bank of America" is defined in the preamble.

"Bankruptcy Code" means the Bankruptcy Reform Act of 1978, 11 U.S.C. §§ 101 et seq.

"Base Rate" is defined in Section 2.4.

"Billing Date" means the 5th day of each calendar month or if such day is not a Business Day, the next succeeding Business Day.

"Billing Statement" means a statement prepared by each Funding Agent with respect to the prior calendar month, setting forth the Aggregate Unpaids due and owing to each related Investor (other than with respect to Yield), and specifying the nature of such Aggregate Unpaids, including without limitation, any Fees due and owing to such Investor and any breakage costs incurred by any such Investor.

"Blocked Account" means an account maintained by the SPV or an Originator as Master Servicer or Sub-Servicer, as applicable, at a Blocked Account Bank for the purpose of receiving Collections, set forth in Schedule 4.1(s) or any account added as a Blocked Account pursuant to and in accordance with Section 4.1(s) and which, if not maintained at and in the name of the Administrative Agent, is subject to a Blocked Account Agreement.

"Blocked Account Agreement" means an agreement among the SPV or an Originator, the Administrative Agent and a Blocked Account Bank in substantially the form of Exhibit E, or as otherwise may be acceptable to the Administrative Agent in its sole discretion.

"Blocked Account Bank" means each of the banks set forth in Schedule 4.1(s), as such Schedule 4.1(s) may be modified pursuant to Section 4.1(s).

"Business Day" means any day excluding Saturday, Sunday and any day on which banks in New York, New York, Charlotte, North Carolina, Chicago, Illinois, Toronto, Ontario, Boston, Massachusetts or San Francisco, California are authorized or required by law to close, and, when used with respect to the determination of any Offshore Rate or any notice with respect thereto, any such day which is also a day for trading by and between banks in United States dollar deposits in the London interbank market.

"CA Affiliate" means, as to any Person, (a) any other Person (other than a CA Subsidiary) which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person or (b) any Person who is a director or officer of Arrow or any of its CA Subsidiaries. For purposes of this definition, "control" of a Person means the power, directly or indirectly, either to (i) vote 10% or more of the securities having ordinary voting power for the election of directors of such Person or (ii) direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.

"CA Loan Parties" has the meaning ascribed to the term "Loan Parties" in the Multi-year Credit Agreement.

"CA Permitted Receivables Securitization" means any transaction involving one or more sales, contributions or other conveyances by Arrow or any CA Subsidiary of any CA Receivables to a special purpose entity (which may be a CA Subsidiary or CA Affiliate of Arrow), which special purpose entity finances such sales, contributions or other conveyances by in turn conveying an interest in such CA Receivables to one or more CA Receivable Financiers, provided that such transaction shall not involve any recourse to Arrow or any CA Subsidiary (other than such special purpose entity) for any reason other than (i) repurchases of non-eligible CA Receivables, (ii) indemnification for losses (including any adjustments for dilutions), other than credit losses related to the CA Receivables conveyed in such transaction and (iii) payment of costs, fees, expenses and indemnities relating to such transaction.

"CA Receivable Financier" means any Person (other than a CA Subsidiary or CA Affiliate of Arrow) that finances the acquisition by a special purpose entity of CA Receivables from Arrow or any CA Subsidiary.

"CA Receivables" means all accounts receivable of Arrow or any of its CA Subsidiaries, and all proceeds thereof and rights (contractual and other) and collateral related thereto.

"CA Subsidiary" means, as to any Person, a corporation, partnership or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise qualified, all references to a "CA Subsidiary" or to "CA Subsidiaries" in this Agreement shall refer to a CA Subsidiary or CA Subsidiaries of Arrow.

"Calculation Period" is defined on Schedule II.

"Canadian Receivable" means with respect to a Receivable, the Obligor of which is a Canadian resident.

"Closing Date" means March 22, 2001.

"Code" means the Internal Revenue Code of 1986.

"Collection Account" is defined in Section 2.9.

"Collections" means, with respect to Receivables, all cash collections and other cash proceeds of Receivables, including all finance charges, if any, and cash proceeds of Related Security and all Deemed Collections, including any proceeds from HP in respect of HP Receivables under the HP Receivables Purchase Agreement.

"Commercial Paper" means the promissory notes issued or to be issued by the Conduit Investors in the commercial paper market.

"Commitment" means, with respect to each Alternate Investor, as the context requires, (a) the commitment of such Alternate Investor to make Investments and to pay Assignment Amounts in accordance herewith in an amount not to exceed the amount described in the following clause (b), and (b) the dollar amount set forth opposite such Alternate Investor's name on Schedule A hereto under the heading "Alternate Investor(s) Commitment" (or (i) in the case of an Alternate Investor which becomes a party hereto pursuant to an Assignment and Assumption Agreement, as set forth in such Assignment and Assumption Agreement and (ii) in the case of an Alternate Investor which becomes a party hereto pursuant to an Additional Commitment Amendment, as specified in such Additional Commitment Amendment), minus the dollar amount of any Commitment or portion thereof assigned by such Alternate Investor pursuant to an Assignment and Assumption Agreement, plus the dollar amount of any increase to such Alternate Investor's Commitment consented to by such Alternate Investor prior to the time of determination; provided, however, that in the event that the Facility Limit is reduced, the aggregate of the Commitments of all the Alternate Investors shall be reduced in a like amount and the Commitment of each Alternate Investor shall be reduced in proportion to such reduction.

"Commitment Termination Date" means the earlier to occur of (a) April 22, 2012 (or such later date to which the Commitment Termination Date shall have been extended in accordance with Section 3.3) and (b) the date upon which the Termination Date is declared or automatically occurs pursuant to Section 8.2.

"Conduit Assignee" means, with respect to any Conduit Investor, any commercial paper conduit that issues commercial paper rated at least A-1 by S&P and P1 by Moody's and sponsored or administered by the Funding Agent with respect to such Conduit Investor and designated by such Funding Agent to accept an assignment from such Conduit Investor of all or a portion of such Conduit Investor's rights and obligations pursuant to Section 11.8(d)

"Conduit Funding Limit" means, with respect to any Conduit Investor, the amount set forth opposite such Conduit Investor's name on Schedule A, as the same may be reduced from time to time pursuant to the terms hereof.

"Conduit Investor" is defined in the preamble.

"Conduit Investor Percentage" means at any time with respect to any Conduit Investor, 100%, less the related Alternate Investor Percentage at such time.

"Consolidated Cash Interest Expense" means for any period, (a) the amount which would, in conformity with GAAP, be set forth opposite the caption "interest expense" or any like caption on a consolidated income statement of Arrow and its CA Subsidiaries minus (b) the amount of non-cash interest (including interest paid by the issuance of additional securities) included in such amount; provided that in the event of the consummation of any CA Permitted Receivables Securitization (including the transactions contemplated hereunder), "Consolidated Cash Interest Expense" shall be adjusted to include (without duplication) an amount equal to the interest (or other fees in the nature of interest or discount) accrued and paid or payable in cash for such period by the special purpose entity to the CA Receivable Financiers under such CA Permitted Receivables Securitization; provided further that, in computing "Consolidated Cash Interest Expense" for the periods ending September 30, 2003 and December 31, 2003 such computation shall exclude Arrow's net interest expense related to the 6.875% Senior Notes due 2013 issued by Arrow pursuant to the Indenture dated January 15, 1997 between Arrow and The Bank of New York in an amount not to exceed (i) in the case of the period of four fiscal quarters ending September 30, 2003, $5,000,000 and (ii) in the case of the period of four fiscal quarters ending December 31, 2003, $10,000,000.

"Consolidated Interest Coverage Ratio" means for any period, the ratio of (a) Adjusted Consolidated EBITDA to (b) Consolidated Cash Interest Expense for such period.

"Consolidated Leverage Ratio" means on any date, the ratio of (a) Consolidated Total Debt on such date to (b) Adjusted Consolidated EBITDA for the period of four consecutive fiscal quarters most recently ended on or prior to such date.

"Consolidated Net Income" means for any fiscal period, the consolidated net income (or loss) of Arrow and its CA Subsidiaries after excluding all unusual, extraordinary and non-recurring gains and after adding all unusual, extraordinary and non-recurring losses, in all cases of Arrow and its CA Subsidiaries determined on a consolidated basis during the relevant period in accordance with GAAP.

"Consolidated Net Worth" means at a particular date, all amounts which would be included under shareholders' equity on a consolidated balance sheet of Arrow and its CA Subsidiaries determined on a consolidated basis in accordance with GAAP, adjusted to exclude non-cash charges due to impairments recorded in accordance with the Financial Accounting Standards Board's Statement of Financial Accounting Standards No. 142.

"Consolidated Total Capitalization" means at a particular date, the sum of (a) Consolidated Net Worth plus (b) Consolidated Total Debt as at such date.

"Consolidated Total Debt" means at the date of determination thereof, (i) all Indebtedness of Arrow and its CA Subsidiaries (excluding Indebtedness of Arrow owing to any of its CA Subsidiaries or Indebtedness of any CA Subsidiary owing to Arrow or any other CA Subsidiary of Arrow), as determined on a consolidated basis in accordance with GAAP plus (ii) without duplication of amounts included in clause (i) above, an amount equal to the aggregate unpaid amount of cash proceeds advanced by the CA Receivables Financiers to the special purpose entity under any CA

Permitted Receivables Securitization at the date of determination.

"Contract" means, in relation to any Receivable, any and all contracts, instruments, agreements, leases, invoices, notes, or other writings pursuant to which such Receivable arises or which evidence such Receivable or under which an Obligor becomes or is obligated to make payment in respect of such Receivable.

"CP Rate" is defined in Section 2.4.

"Credit and Collection Policy" means, collectively, the Originators' credit and collection policies and practices, relating to Contracts and Receivables as in effect on the Closing Date and set forth in Exhibit C, as modified, from time to time, in compliance with Sections 6.1(a)(vii) and 6.2(c).

"Credit Memo" means a credit to the account of an Obligor.

"Deemed Collections" means any Collections on any Receivable deemed to have been received pursuant to Section 2.6.

"Default Ratio" is defined in Schedule II.

"Defaulted Receivable" means as of any date of determination, a Receivable (a) as to which any payment, or part thereof, remains unpaid for 91 days or more from the original invoice date for such Receivable; (b) as to which an Event of Bankruptcy has occurred and is continuing with respect to the Obligor thereof; (c) which has been identified by the SPV, the related Originator or the Master Servicer as uncollectible; or (d) which, consistent with the Credit and Collection Policy, would be written off as uncollectible.

"Defaulting Alternate Investor" is defined in Section 2.3(f).

"Dilution" has the meaning ascribed to such term in Schedule II.

"Dilution Ratio" is defined in Schedule II.

"Dollar" or "$" means the lawful currency of the United States.

"Eligible Investments" means highly rated short-term debt or the other highly rated liquid investments in which each Conduit Investor is permitted to invest cash pursuant to its commercial paper program documents.

"Eligible Receivable" means, at any time, any Receivable:

(a) which was originated by an Originator in the ordinary course of its business;

(b) (i) which, arises pursuant to a Contract with respect to which each of the related Originator and the SPV has performed all obligations (if any) required to be performed by it thereunder, including shipment of the merchandise and/or the performance of the services purchased thereunder; (ii) which has been billed to the relevant Obligor; and (iii) which according to the Contract related thereto, is required to be paid in full within no more than 90 days of the original billing date therefor;

(c) which satisfies all applicable requirements of the Credit and Collection Policy;

(d) which has been sold or contributed to the SPV pursuant to (and in accordance with) the First Tier Agreement, which does not arise from the sale of any inventory subject to any Adverse Claim and to which the SPV has good and marketable title, free and clear of all Adverse Claims (other than any Adverse Claim arising hereunder) and, until the HP Financing Statement has been terminated, such Receivable is not covered by, or otherwise subject to, the HP Financing Statement;

(e) as to which at the time of the purchase by the Administrative Agent, on behalf of the Funding Agents for the benefit of the Investors thereof hereunder the Administrative Agent has not notified the SPV that either such Receivable or any class of Receivables of which such Receivable is a part is not acceptable for purchase hereunder, as determined by the Funding Agents in their reasonable discretion, because of the nature of the business of the Obligor or because of a potential conflict of interest between the interests of the SPV or the Originator, on the one hand, and any Investor, any Funding Agent, Conduit Investor, any Program Support Provider, any Alternate Investor or any of their Affiliates, on the other hand;

(f) the Obligor of which is a United States resident, is not an Affiliate or employee of any Originator, and is not an Official Body;

(g) the Obligor of which has been directed to make all payments to a Blocked Account;

(h) the Obligor of which at the time of creation of an interest therein hereunder, is not the Obligor of Extended Defaulted Receivables for which the Unpaid Balances of all such Extended Defaulted Receivables exceeds 33% of the Unpaid Balances of all Receivables for which it is the Obligor;

(i) which under the related Contract and applicable Law is assignable without the consent of, or notice to, the Obligor thereunder unless such consent has been obtained and is in effect or such notice has been given;

(j) which, together with the related Contract, is in full force and effect and constitutes the legal, valid and binding obligation of the related Obligor enforceable against such Obligor in accordance with its terms and is not subject to any litigation, material dispute, legal right of offset, counterclaim or other defense;

(k) which is invoiced, denominated and payable only in Dollars in the United States;

(l) [RESERVED];

(m) which is not a Defaulted Receivable at the time of the purchase thereof by the Administrative Agent, on behalf of the Funding Agents for the Investors, hereunder;

(n) which, in the case of an HP Receivable, (i) is an HP Purchased Receivable, (ii) which, as of any date of determination, was invoiced not less than 30 days prior to such date of determination, and (iii) was transferred to SBM by HP pursuant to the HP Receivables Purchase Agreement, which HP Receivables Purchase Agreement remains in full force, and effect; and pursuant to which SBM is in compliance with all material terms thereof, subject to a ten day grace period with respect to any such term or provision;

(o) which has not been compromised, adjusted or modified (including by the extension of time for payment or the granting of any discounts, allowances or credits); provided, however, that, in the event such Receivable is so comprised, adjusted or modified, and to the extent quantifiable, only the dollar amount of such portion of such Receivable that is the subject of such comprise, adjustment or modification shall be deemed to be ineligible pursuant to the terms of this clause (o);

(p) which is an “account” or “general intangible” and is not evidenced by an “instrument” or “chattel paper” within the meaning of Article 9 of the UCC of all applicable jurisdictions or §1[1] of the PPSA;

(q) which is an “eligible asset” as defined in Rule 3a-7 under the Investment Company Act of 1940;

(r) which, together with the Contract related thereto, does not contravene in any material respect any Laws applicable thereto (including Laws relating to truth in lending, fair credit billing, fair credit reporting, equal credit opportunity, fair debt collection practices and privacy) and with respect to which no part of the Contract related thereto is in violation of any such Law in any material respect;

(s) the assignment of which under the First Tier Agreement by Arrow to the SPV and hereunder by the SPV to the Administrative Agent for the benefit of the Funding Agents on behalf of the Investors does not violate, conflict or contravene any applicable Law or any contractual or other restriction, limitation or encumbrance;

(t) which (together with the Related Security related thereto) has been the subject of either a valid transfer and assignment from, or the grant of a first priority perfected security interest therein by, the SPV to the Administrative Agent, on behalf of the Funding Agents for the benefit of the Investors, of all of the SPV's right, title and interest therein;

(u) as to which no Tax is applicable, solely as a result of withholding by the Obligor thereof or any assessment on the SPV or any Investor;

(v) [RESERVED];

(w) which, in respect of an Arrow Asia Receivable, has been originated by Arrow Asia, and when added to the aggregate Unpaid Balance of all other Arrow Asia Receivables, does not exceed an amount equal to 10% of the aggregate Unpaid Balance of all Eligible Receivables; and

(x) which, in the case of any Receivable originated by Arrow ECS, was originated after December 15, 2010.

"ERISA" means the U.S. Employee Retirement Income Security Act of 1974 and any regulations promulgated and rulings issued thereunder.

"ERISA Affiliate" means, with respect to any Person, any corporation, partnership, trust, sole proprietorship or trade or business which, together with such Person, is treated as a single employer under Section 414(b) or (c) of the Code or, with respect to any liability for contributions under Section 302(c) of ERISA, Section 414(m) or Section 414(o) of the Code.

"Event of Bankruptcy" means, with respect to any Person, (a) that such Person or any Significant Subsidiary of such Person (i) shall generally not pay its debts as such debts become due, (ii) shall admit in writing its inability, or shall be deemed under any applicable Law to be unable, to pay its debts generally or (iii) shall enter into an arrangement or compromise with creditors or shareholders (solely in the case of Arrow Asia) or shall make a general assignment for the benefit of creditors or, solely in the case of Arrow Asia, shareholders; (b) any proceeding shall be instituted by or against such Person or any Significant Subsidiary of such Person seeking to adjudicate it as bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, receiver and manager, trustee, provisional liquidator, liquidator, provisional supervisor or other similar official for it or any substantial part of its property or assets; or (c) such Person or any Significant Subsidiary of such Person shall take any corporate, partnership or other similar appropriate action to authorize any of the actions set forth in the preceding clauses (a) or (b).

"Excluded Taxes" means, with respect to any particular Indemnified Party, Taxes that are both (A) imposed (i) by the jurisdiction in which such Indemnified Party is organized, a taxing authority thereof or therein or (ii) by any other taxing authority of a United States jurisdiction as a result of such Indemnified Party doing business or maintaining an office in such jurisdiction (other than any such Taxes imposed solely by reason of (x) having entered into, executed, delivered, performed, not performed or enforced or failed to enforce the Agreement or any documents relating thereto or (y) any of the transactions contemplated therein) and also (B) imposed on, based on or measured by the net income or gross receipts of such Indemnified Party.

"Extended Defaulted Receivable" mean any Receivable for which any payments, or part thereof, remains unpaid for 121 days or more from the invoice date for such Receivables.

"Facility Limit" means the sum of each of the Alternate Investor Commitments set forth opposite each Alternate Investor's name on Schedule A attached hereto; provided that such amount may not at any time exceed the aggregate Commitments then in effect.

"Federal Funds Rate" is defined in Section 2.4.

"Fee Letter" means the confidential letter agreement dated March 21, 2001 among the SPV, Arrow, and the Administrative Agent with respect to certain fees to be paid by the SPV and Arrow to Bank of America, National Association and Bank of America Securities LLC.

"Fees" means any of the fees payable pursuant to the Fee Letter or as set forth on Schedule IV hereto.

"Final Payout Date" means the earliest date, after the Termination Date, on which the Net Investment has been reduced to zero, all accrued Servicing Fees have been paid in full and all other Aggregate Unpaids have been paid in full in cash.

"Financing Lease" means any lease of property, real or personal, the obligations of the lessee in respect of which are required in accordance with GAAP to be capitalized on a balance sheet of the lessee.

"First Tier Agreement" means the Sale Agreement dated as of March 21, 2001 between Arrow and the SPV.

"Fitch" means Fitch, Inc., or any successor that is a nationally recognized statistical rating organization.

"Fluctuation Factor" is defined in Section 2.4.

"Funding Account" is defined in Section 2.9(b).

"Funding Agent" as defined in the preamble.

"GAAP" means generally accepted accounting principles in the United States, in effect from time to time.

"Guarantee Obligation" means, as to any Person (the "guaranteeing person"), any obligation of (a) the guaranteeing person or (b) another Person (including, without limitation, any bank under any letter of credit) to induce the creation of which the guaranteeing person has issued a reimbursement, counterindemnity or similar obligation, in either case guaranteeing or in effect guaranteeing any Indebtedness, leases, dividends or other obligations (the "primary obligations") of any other third Person (the "primary obligor") in any manner, whether directly or indirectly, including, without limitation, any obligation of the guaranteeing person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (1) for the purchase or payment of any such primary obligation or (2) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the owner of any such primary obligation against loss in respect thereof; provided, however, that the term Guarantee Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Guarantee Obligation of any guaranteeing person shall be deemed to be the lower of (a) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee Obligation is made and (b) the maximum amount for which such guaranteeing person may be liable pursuant to the terms of the instrument embodying such Guarantee Obligation, unless such primary obligation and the maximum amount for which such guaranteeing person may be liable are not stated or determinable, in which case the amount of such Guarantee Obligation shall be such guaranteeing person's maximum reasonably anticipated liability in respect thereof as determined by Arrow in good faith.

"Hedging Agreements" means, (a) Interest Rate Agreements and (b) any swap, futures, forward or option agreements or other agreements or arrangements designed to limit or eliminate the risk and/or exposure of a Person to fluctuations in currency exchange rates.

"HP" means Hewlett-Packard Company, a Delaware corporation.

"HP Financing Statement" means the UCC financing statement on Form UCC-1 filed in Gwinnett County, Georgia (file No. 067-98-001717) in favor of HP, as secured party, and SBM, as debtor.

"HP Purchased Receivables" means a "Purchased Receivable" as defined in the HP Receivables Purchase Agreement for which SBM has paid HP the consideration specified under the HP Receivables Purchase Agreement and which, as of any date of determination, was invoiced not less than 30 days prior to such date of determination.

"HP Receivables" means all of HP's right, title and interest in and to the specific unsecured accounts, accounts receivable and chattel paper owing to HP by a Reseller (as defined in the HP Receivables Purchase Agreement) with respect to the sale of HP products which are subject to the HP Receivables Purchase Agreement.

"HP Receivables Purchase Agreement" means the Receivables Purchase Agreement, dated as of October 2, 2000, between HP and SBM.

"Indebtedness" means, of any Person at any date, without duplication, (a) the principal amount of all indebtedness of such Person for borrowed money or for the deferred purchase price of property or services (other than current trade liabilities incurred in the ordinary course of business and payable in accordance with customary practices), (b) the principal amount of any other indebtedness of such Person which is evidenced by a note, bond, debenture or similar instrument, (c) the portion of all obligations of such Person under Financing Leases which must be capitalized in accordance with GAAP, (d) the principal or stated amount of all obligations of such Person in respect of letters of credit, banker's acceptances or similar obligations issued or created for the account of such Person, (e) all liabilities arising under Hedging Agreements of such Person, (f) the principal or stated amount of all Guarantee Obligations of such Person (other than guarantees by Arrow or any Subsidiary in respect of current trade liabilities of Arrow or any Subsidiary incurred in the ordinary course of business and payable in accordance with customary terms), and (g) the principal amount of all liabilities secured by any lien on any property owned by such Person even though such Person has not assumed or otherwise become liable for the payment thereof.

"Indemnified Amounts" is defined in Section 9.1.

"Indemnified Parties" is defined in Section 9.1.

"Interest Component" means, at any time of determination, with respect to Commercial Paper issued by a Conduit Investor, the aggregate Yield accrued and to accrue through the end of the current Rate Period for the Portion of Investment accruing Yield calculated by reference to the CP Rate at such time (determined for such purpose using the CP Rate most recently determined by the Related Funding Agent, multiplied by the Fluctuation Factor).

"Interest Rate Agreement" means, any interest rate protection agreement, interest rate future, interest rate option, interest rate swap, interest rate cap or other interest rate hedge or arrangement under which Arrow is a party or a beneficiary.

"Investment" is defined in Section 2.2(a).

"Investment Date" is defined in Section 2.3(a).

"Investment Deficit" is defined in Section 2.3(f).

"Investment Request" means each request substantially in the form of Exhibit D.

"Investor(s)" means any of the Conduit Investors and/or the Alternate Investors, as the context may require.

"Investor Interest" means on any day, with respect to any Investor, the beneficial interest of such Investor in the Affected Assets, which beneficial interest shall equal the product of (i) the

Unpaid Balance of all Receivables and (ii) a fraction, the numerator of which is the aggregate portion of the Net Investment funded by such Investor and the denominator of which is the Net Investment.

"Jabil/Branch WJ Receivable" means all indebtedness and other obligations, whether constituting accounts, chattel paper, instruments or general intangibles, which are due and payable by Jabil Circuit Inc. and are generated and maintained in the Originator's entering branch "WJ" and with respect to which payments are not made to or deposited in the Collection Account.

"Key Link Group" means, collectively, the discrete divisions or other business units formed by Arrow through its Support Net, Inc. subsidiary to hold and operate the assets and properties acquired from, and to conduct the business formerly conducted by, the Key Link Division of Agilysys Inc.

"Key Link Receivable" means any indebtedness or obligations owed by any Obligor and arising in connection with the sale or lease of goods or the rendering of services by the Key Link Group.

"Law" means any law (including common law), constitution, statute, treaty, regulation, rule, ordinance, order, injunction, writ, decree, judgment or award of any Official Body.

"Majority Investors" means, at any time, each of the Alternate Investors which hold Commitments aggregating in excess of 50% of the Maximum Net Investment as of such date (or, if the Commitments shall have been terminated, one or more Alternate Investors whose aggregate pro rata shares of the Net Investment exceed 50% of the aggregate share of the Net Investment held by all Alternate Investors).

"Master Servicer" is defined in Section 7.1.

"Master Servicer Default" is defined in Section 7.5.

"Master Servicer Report" means a report, in substantially the form attached hereto as Exhibit F or in such other form as is mutually agreed to by the SPV, the Master Servicer and the Administrative Agent, furnished by the Master Servicer pursuant to Section 2.8.

"Match Funding Conduit Investor" means each Conduit Investor that is identified on Schedule B as a Match Funding Conduit Investor, until such time as any such Match Funding Conduit Investor notifies the SPV and the Administrative Agent that such Conduit Investor desires to be treated as a Pooled Funding Conduit Investor for all purposes of this Agreement.

"Material Adverse Effect" means any event or condition which would have a material adverse effect on (a) the collectibility of the Receivables, (b) the condition (financial or otherwise), businesses or properties of the SPV, (c) the ability of the SPV, the Master Servicer or any Originator to perform its respective obligations under the Transaction Documents to which it is a party, or (d) the interests of the Administrative Agent, Funding Agents or the Investors under the Transaction Documents, including the first priority perfected ownership or security interest in the Affected Assets in favor of the Administrative Agent on behalf of the Funding Agents for the benefit of the Investors.

"Maximum Net Investment" means the sum of each of the Allocable Portions of Maximum Net Investment set forth opposite each Alternate Investor's name on Schedule A attached hereto.

"Moody's" means Moody's Investors Service, Inc., or any successor that is a nationally recognized statistical rating organization.

"Multiemployer Plan" is defined in Section 4001(a)(3) of ERISA.

"Multi-year Credit Agreement" means the $1,000,000,000 Amended and Restated Five-Year Credit Agreement, dated as of January 11, 2007, among Arrow, the subsidiary borrowers parties thereto, the several banks from time to time parties thereto, Bank of America, N.A., The Bank of Nova Scotia, BNP Paribas, and Wachovia Bank, National Association, as Syndication Agents, and JPMorgan Chase Bank, N.A., as Administrative Agent, as the same may from time to time be amended, supplemented or otherwise modified, or, in the event that such Amended and Restated Five-Year Credit Agreement has expired, has terminated or is otherwise no longer in effect, the "Multi-year Credit Agreement" shall mean the then current replacement credit or loan facility among Arrow and the lender(s) party thereto; provided, however, that if no such credit or loan facility is then in effect, the Multi-year Credit Agreement shall mean the most recent credit or loan facility as in effect immediately prior to its expiration, or other termination.

"Net Investment" means, at any time, the amount equal to (a) the sum of the cash amounts paid to the SPV in respect of Investments pursuant to Sections 2.2(a) and 2.3 together with the amount of any funding under a Program Support Agreement allocated to the Interest Component at the time of such funding less (b) the aggregate amount of Collections theretofore received and applied by the Administrative Agent to reduce such Net Investment pursuant to Section 2.12; provided that the Net Investment shall be restored and reinstated in the amount of any Collections so received and applied if at any time the distribution of such Collections is rescinded or must otherwise be returned for any reason; and provided further, that the Net Investment shall be increased by the amount described in Section 3.1(a) as described therein.

"Net Pool Balance" means, at any time, (a) the aggregate Unpaid Balances of Eligible Receivables at such time, minus (b) the sum of (i) the aggregate Unpaid Balances of such Eligible Receivables that have become Defaulted Receivables after the time of purchase thereof and (ii) the aggregate, for all Obligors, of the amount by which the Unpaid Balances of such Eligible Receivables (other than Defaulted Receivables) of each Obligor exceeds the product of (A) the Concentration Percentage for such Obligor, multiplied by (B) the Unpaid Balances of all of the Eligible Receivables (other than Defaulted Receivables) and (iii) the aggregate, for all Obligors, of the amount by which the Unpaid Balances of Eligible Receivables that are required to be paid in full within 61 to 90 days of the original billing date therefor exceeds 20% of the Unpaid Balances of all Receivables.

"Non-Defaulting Alternate Investor" is defined in Section 2.3(f).

"Obligor" means, with respect to any Receivable, the Person obligated to make payments in respect of such Receivable pursuant to a Contract.

"Official Body" means any government or political subdivision or any agency, authority, bureau, central bank, commission, department or instrumentality of any such government or political subdivision, or any court, tribunal, grand jury or arbitrator, in each case whether foreign or domestic.

"Offshore Rate" is defined in Section 2.4.

"Originator" means any of Arrow, Arrow ECS, Arrow Asia, and such other originators as may be designated from time to time by the SPV with the consent of the Administrative Agent and each Investor.

"Originator Sale Agreement" means any Originator Sale Agreement between an Originator (other than Arrow) and Arrow, dated as of the Closing Date, as the same may be amended, modified or supplemented with the consent of the Administrative Agent at the direction of the Majority Investors.

"Other SPV" means any Person other than the SPV that has entered into a receivables purchase agreement, loan and security agreement, note purchase agreement, transfer and administration agreement or any other similar agreement with any Conduit Investor.

"Pension Plan" means an employee pension benefit plan as defined in Section 3(2) of ERISA, which is subject to Title IV of ERISA (other than a Multiemployer Plan) and to which the Originator, the SPV or an ERISA Affiliate of either may have any liability, including any liability by reason of having been a substantial employer within the meaning of Section 4063 of ERISA or by reason of being deemed to be a contributing sponsor under Section 4069 of ERISA.

"Permitted Investment Date" means each Settlement Date or such other Business Day within five days of the delivery of a Master Servicer Report.

"Person" means an individual, partnership, limited liability company, corporation, joint stock company, trust (including a business trust), unincorporated association, joint venture, firm, enterprise, Official Body or any other entity.

"Pooled Funding Conduit Investor" means each Conduit Investor that is not a Match Funding Conduit Investor.

"Portion of Investment" is defined in Section 2.4(a).

"Potential Termination Event" means an event which but for the lapse of time or the giving of notice, or both, would constitute a Termination Event.

"PPSA" means the Personal Property Security Act [Ontario].

"Pro Rata Share" means, on any date of determination, with respect to each Purchaser Group, the ratio (expressed as a percentage) of (i) the Allocable Portion of Maximum Net Investment to (ii) the Maximum Net Investment at such time.

"Program Support Agreement" means any agreement entered into by any Program Support Provider providing for (i) cash collateral, (ii) the issuance of one or more letters of credit for the account of a Conduit Investor, (iii) the issuance of one or more surety bonds for which such Conduit Investor is obligated to reimburse the applicable Program Support Provider for any drawings thereunder, (iv) the sale by such Conduit Investor to any Program Support Provider of the Asset Interest (or portions thereof or participations therein) and/or the making of loans and/or (v) other extensions of credit to such Conduit Investor in connection with such Conduit Investor's commercial paper program, together with any letter of credit, surety bond or other instrument issued thereunder.

"Program Support Provider" means any Person now or hereafter extending credit or having a commitment to extend credit to or for the account of, or to make purchases from, a Conduit Investor or providing cash collateral or issuing a letter of credit, surety bond or other instrument to support any obligations arising under or in connection with such Conduit Investor's commercial paper program.

"Purchase Termination Date" is defined in Section 7.1 of the First Tier Agreement.

"Purchaser Group" is defined in the preamble.

"Rate Period" is defined in Section 2.4.

"Rate Type" is defined in Section 2.4.

"Ratings" means the actual or implied senior unsecured non-credit enhanced debt ratings of Arrow in effect from time to time by Moody's or S&P, as the case may be, the bank debt rating of Arrow in effect from time to time by Moody's or the corporate credit rating of Arrow in effect from time to time by S&P.

"Receivable" means any indebtedness and other obligations owed by any Obligor to HP, in the case of HP Purchased Receivables, or an Originator (without giving effect to any transfer under the First Tier Agreement or any Originator Sale Agreement or the HP Receivables Purchase Agreement) under a Contract or any right of the SPV to payment from or on behalf of an Obligor, whether constituting an account, chattel paper, instrument or general intangible, (i) arising in connection with the sale or lease of goods or the rendering of services in the ordinary course of business by such Originator or HP, and includes the obligation to pay any finance charges, fees and other charges with respect thereto, (ii) denominated in Dollars and payable only in the United States, (iii) the Obligors of which are United States residents and are not an Official Body, (iv) which are not Receivables owed by SPX Corp., by Actron Manufacturing Company (a subsidiary of SPX

Corp.) or any successor thereto; and (v) which are not Jabil/Branch WJ Receivables. The term "Receivable" shall include any Key Link Receivable.

"Recipient" is defined in Section 2.10.

"Records" means all Contracts and other documents, purchase orders, invoices, agreements, books, records and any other media, materials or devices for the storage of information (including tapes, disks, punch cards, computer programs and databases and related property) maintained by the SPV, the related Originator or the Master Servicer with respect to the Receivables, any other Affected Assets or the Obligors.

"Reinvestment" is defined in Section 2.2(b).

"Reinvestment Period" means the period commencing on the Closing Date and ending on the Termination Date.

"Related Alternate Investor" means, with respect to any Conduit Investor, each Alternate Investor set forth opposite such Conduit Investor's name on Schedule A (and any transferee of any such Alternate Investor pursuant to Section 11.8).

"Related Commercial Paper" means, at any time of determination, Commercial Paper the proceeds of which are then allocated by the Related Funding Agent as the source of funding the acquisition or maintenance of, the Asset Interest.

"Related Funding Agent" means, with respect to any Conduit Investor, the Funding Agent set forth opposite such Conduit Investor's name on Schedule A.

"Related Security" means, with respect to any Receivable, all of the Originator's (without giving effect to any transfer under the Originator Sale Agreement), Arrow's (without giving effect to any transfer under the First Tier Agreement) or the SPV's rights, title and interest in, to and under:

(a) any goods (including returned or repossessed goods) and documentation or title evidencing the shipment or storage of any goods relating to any sale giving rise to such Receivable;

(b) all other security interests or liens and property subject thereto from time to time, if any, purporting to secure payment of such Receivable, whether pursuant to the Contract related to such Receivable or otherwise, together with all financing statements and other filings signed by an Obligor relating thereto;

(c) the Contract and all guarantees, indemnities, warranties, insurance (and proceeds and premium refunds thereof) or other agreements or arrangements of any kind from time to time supporting or securing payment of such Receivable, whether pursuant to the Contract related to such Receivable or otherwise;

(d) all Records related to such Receivable;

(e) in the case of HP Receivables, the HP Receivables Purchase Agreement; and

(f) all Collections on and other proceeds of any of the foregoing.

"Remittance Date" means the 10th day of each month, or if such day is not a Business Day, the next succeeding Business Day.

"Renewal Date" means December 15, 2010.

"Reportable Event" means any event, transaction or circumstance which is required to be reported with respect to any Pension Plan under Section 4043 of ERISA and the applicable regulations thereunder (other than an event for which the 30 day notice period is waived).

"Reporting Date" means each of the following dates: (i) at any time other than during the occurrence and continuance of an Arrow Rating Event, the 18th day of each calendar month or if such day is not a Business Day, the next succeeding Business Day, (ii) at any time during the occurrence and continuance of an Arrow Rating Event, the third Business Day of the week, and (iii) after the occurrence of a Termination Event, within two (2) Business Days after a request from the Administrative Agent; provided, however, if the public senior unsecured debt of Arrow is rated below BB+ or Ba1 by S&P or Moody's, respectively, the Reporting Date shall be each Business Day of the week.

"Required Reserves" is defined in Schedule II.

"Restricted Payments" is defined in Section 6.2(k).

"Servicing Fee" means the fees payable by the SPV to the Master Servicer from Collections, in an amount equal to either (i) at any time when Arrow or any of its Affiliates, is the Master Servicer, the lesser of 110% of the expenses of Arrow or such Affiliate incurred or otherwise attributable to its services as Master Servicer during any period and 0.50% per annum on the daily average of the aggregate Unpaid Balances of the Receivables, or (ii) at any time when Arrow or any of its Affiliates is not the Master Servicer, the amount determined upon the agreement of such Person and the Administrative Agent, payable in arrears on each Settlement Date from Collections pursuant to, provided that such amount shall not exceed 110% of the reasonable and appropriate out-of-pocket costs and expenses of such successor Master Servicer, and subject to the priority of payments set forth in Section 2.12. With respect to any Portion of Investment, the Servicing Fee allocable thereto shall be equal to the Servicing Fee determined as set forth above, multiplied by a fraction, the numerator of which is the amount of such Portion of Investment and the denominator of which is the Net Investment.

"Settlement Date" means (a) prior to the Termination Date, the 23rd day of each calendar month (or if such day is not a Business Day, the next succeeding Business Day) or such other day as the SPV, the Administrative Agent and the Majority Investors may from time to time mutually agree, and (b) for any Portion of Investment on and after the Termination Date, each day selected from time to time by the Majority Investors (it being understood that the Majority Investors may select such Settlement Date to occur as frequently as daily) or, in the absence of any such selection, the date which would be the Settlement Date for such Portion of Investment pursuant to clause (a) of this definition.

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., or any successor that is a nationally recognized statistical rating organization.

"Significant Subsidiary" means any Subsidiary that, directly or indirectly, accounts for more than five percent (5%) of the assets of Arrow and its Subsidiaries, determined on a consolidated basis in accordance with GAAP.

"Special Pro Rata Share" means, for an Alternate Investor, the Commitment of such Alternate Investor, divided by the sum of the Commitments of all Related Alternate Investors (or, if the Commitments shall have been terminated, the portion of the Net Investment funded by such Alternate Investor divided by the aggregate Net Investment funded by such Alternate Investor and its Related Alternate Investors).

"Special Termination Date" means with respect to any Conduit Investor and its Related Alternate Investors, five (5) Business Days prior to the Commitment Termination Date if such Conduit Investor or its Related Alternate Investors do not agree to extend the Commitment Termination Date.

"SPV" means Arrow Electronics Funding Corporation, a Delaware corporation.

"Sub-Servicer" is defined in Section 7.1(d).

"Subordinated Obligations" has the meaning assigned to it in Section 1.1 of the First Tier Agreement.

"Subsidiary" means, with respect to any Person, any corporation or other Person (a) of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other Persons performing similar functions are at the time directly or indirectly owned by such Person or (b) that is directly or indirectly controlled by such Person within the meaning of control under Section 15 of the Securities Act of 1933.

"Tangible Net Worth" means the total of all assets appearing on a balance sheet prepared for the SPV in accordance with GAAP, after deducting therefrom (without duplication of deductions):

(i) any write-up in the book carrying value of any asset resulting from a revaluation thereof subsequent to Closing Date;

(ii) all reserves required by GAAP, including but not limited to reserves for liabilities, fixed or contingent, deferred income taxes, obsolescence, depletion, insurance, and inventory valuation, which are not deducted from assets;

(iii) all Indebtedness of the SPV, including the Subordinated Obligations; and

(iv) the book value of all assets which would be treated as intangibles under GAAP, including, without limitation, good will, trademarks, trade names, patents, copyrights and licenses.

"Taxes" shall have the meaning specified in Section 9.3.

"Termination Date" means the earliest of (a) the Business Day designated by the SPV to the Administrative Agent and each Funding Agent as the Termination Date at any time following not less than thirty (30) days' written notice to the Administrative Agent and Funding Agents, (b) the day upon which the Termination Date is declared or automatically occurs pursuant to Section 8.2, (c) the day which is five (5) Business Days prior to the Commitment Termination Date, (d) the Purchase Termination Date and (e) the day designated by the Administrative Agent to the SPV as the Termination Date as a result of the failure of the Master Servicer to comply with its obligations under Section 6.1(s).

"Termination Event" is defined in Section 8.1.

"Transaction Costs" is defined in Section 9.4(a).

"Transaction Documents" means, collectively, this Agreement, the First Tier Agreement, the Originator Sale Agreements, the Fee Letter, the Blocked Account Agreements, and all of the other instruments, documents and other agreements executed and delivered by the Master Servicer, any Originator or the SPV in connection with any of the foregoing.

"UCC" means the Uniform Commercial Code as in effect in the applicable jurisdiction or jurisdictions.

"Unpaid Balance" of any Receivable means at any time the unpaid principal amount thereof.

"U.S." or "United States" means the United States of America.

"Yield" is defined in Section 2.4.

"Yield Payment Date" means, with respect to a Conduit Investor and its Related Alternate Investor, each Remittance Date, provided, however, that after the occurrence of a Termination Date, the Yield Payment Date with respect to a Conduit Investor and its Related Alternate Investor shall be the last day of each Rate Period.

SECTION 8.2. Other Terms. All terms defined directly or by incorporation herein shall have the defined meanings when used in any certificate or other document delivered pursuant hereto unless otherwise defined therein. For purposes of this Agreement and all such certificates and other documents, unless the context otherwise requires: (a) accounting terms not otherwise defined herein, and accounting terms partly defined herein to the extent not defined, shall have the respective meanings given to them under, and shall be construed in accordance with, GAAP; (b) terms used in Article 9 of the UCC in the State of New York, and not specifically defined herein, are used herein as defined in such Article 9; (c) references to any amount as on deposit or outstanding on any particular date means such amount at the close of business on such day; (d) the words "hereof," "herein" and "hereunder" and words of similar import refer to this Agreement (or the certificate or other document in which they are used) as a whole and not to any particular provision of this Agreement (or such certificate or document); (e) references to any Section, Schedule or Exhibit are references to Sections, Schedules and Exhibits in or to this Agreement (or the certificate or other document in which the reference is made) and references to any paragraph, subsection, clause or other subdivision within any Section or definition refer to such paragraph, subsection, clause or other subdivision of such Section or definition; (f) the term "including" means "including without limitation"; (g) references to any Law refer to that Law as amended from time to time and include any successor Law; (h) references to any agreement refer to that agreement as from time to time amended or supplemented or as the terms of such agreement are waived or modified in accordance with its terms; (i) references to any Person include that Person's successors and permitted assigns; and (j) headings are for purposes of reference only and shall not otherwise affect the meaning or interpretation of any provision hereof.

SECTION 8.3. Computation of Time Periods. Unless otherwise stated in this Agreement, in the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including", the words "to" and "until" each means "to but excluding", and the word "within" means "from and excluding a specified date and to and including a later specified date".

ARTICLE IX

PURCHASES AND SETTLEMENTS

SECTION 9.1. Transfer of Affected Assets; Intended Characterization. (a) Sale of Asset Interest. In consideration of the payment by the Administrative Agent (on behalf of the Funding Agents on behalf of the Conduit Investors and/or the Alternate Investors) of the amount of the initial Net Investment on the Closing Date and the Administrative Agent's agreement (on behalf of the Funding Agents on behalf of the Conduit Investors or the Alternate Investors) to make payments to the SPV from time to time in accordance with Section 2.2, effective upon the SPV's receipt of payment for such initial Net Investment on the Closing Date, the SPV hereby sells, conveys, transfers and assigns to the Administrative Agent, on behalf of the Funding Agents on behalf of the Conduit Investors or the Alternate Investors, as applicable, all of the SPV's right, title and interest in, to and under (i) all Receivables existing on the Closing Date or thereafter arising or acquired by the SPV from time to time prior to the Final Payout Date and (ii) all other Affected Assets, whether existing on the Closing Date or thereafter arising at any time. The Alternate Investors' several obligations to make purchases from the SPV hereunder shall terminate on the Termination Date.

(b) Purchase of Asset Interest. Subject to the terms and conditions hereof, the Administrative Agent on behalf of the Funding Agents (on behalf of their related Conduit Investors and/or the Related Alternate Investors as applicable) hereby purchases and accepts from the SPV an undivided percentage ownership interest in the Receivables and all other Affected Assets sold, assigned and transferred pursuant to subsection (a). The Funding Agents' right, title and interest in and to the Receivables and all other Affected Assets hereunder is herein called the "Asset Interest". The Funding Agents shall hold the Asset Interest on behalf of their related Conduit Investor and Related Alternate Investors in accordance with the related Investor Interest, from time to time. To the extent a Funding Agent holds the Asset Interest on behalf of the Related Alternate Investors, such Funding Agent shall hold the Alternate Investor Percentage of the Asset Interest on behalf of such Alternate Investors pro rata in accordance with their respective outstanding portions of the Net Investment funded by them.

(c) Obligations Not Assumed. The foregoing sale, assignment and transfer does not constitute and is not intended to result in the creation, or an assumption by any Funding Agent, the Administrative Agent or any Investor, of any obligation of the SPV, any Originator, or any other Person under or in connection with the Receivables or any other Affected Asset, all of which shall remain the obligations and liabilities of the SPV and the applicable Originator.

(d) Intended Characterization; Grant of Security Interest.

(i) The SPV, each Funding Agent, the Administrative Agent and the Investors intend that the sale, assignment and transfer of the Affected Assets to the Funding Agent (on behalf of their related Conduit Investors and/or the Related Alternate Investors as applicable) hereunder shall be treated as a sale for all purposes, other than federal and state income tax purposes. If notwithstanding the intent of the parties, the sale, assignment and transfer of the Affected Assets to the Funding Agents shall be characterized as a secured loan and not a sale for all purposes (other than federal and state income tax purposes) or any such sale shall for any reason be ineffective or unenforceable (any of the foregoing being a "Recharacterization") (as to which the foregoing shall constitute indebtedness of the SPV secured by the Affected Assets), such sale, assignment and transfer of the Affected Assets shall be treated as the grant of, and the SPV hereby does grant, a security interest in the Affected Assets to secure the payment and performance of the SPV's obligations for the benefit of the Funding Agents (on behalf of the related Conduit Investor and/or the Related Alternate Investors as applicable) hereunder and under the other Transaction Documents or as may be determined in connection therewith by applicable Law. In the case of any Recharacterization, the SPV represents and warrants that each remittance of Collections to the Administrative Agent, any Funding Agent or any Purchaser Group hereunder will have been (i) in payment of a debt incurred in the ordinary course of business or financial affairs of the SPV and (ii) made in the ordinary course of business or financial affairs of the SPV.

(ii) The parties hereto acknowledge that Arrow and the SPV intend that the sale, assignment and transfer of the Receivables and Related Security to the SPV under the First Tier Agreement shall be treated as a sale for all purposes, and each of the parties hereto is relying on such treatment. If, notwithstanding the intent of Arrow and the SPV, the sale, assignment and transfer of the Receivables and Related Security under the the First Tier Agreement shall for any reason be characterized as a secured loan and not a sale or such sale shall for any reason be ineffective or unenforceable, each of Arrow and the SPV represents and warrants as to itself that each remittance of Collections by Arrow to the SPV under the First Tier Agreement will have been (i) in payment of a debt incurred by Arrow in the ordinary course of business or financial affairs of Arrow and the SPV and (ii) made in the ordinary course of business or financial affairs of Arrow and the SPV.

(i) Each of the parties hereto further expressly acknowledges and agrees that the Commitments of the Alternate Investors hereunder, regardless of the intended true sale nature of the overall transaction, are financial accommodations (within the meaning of Section 365(c)(2) of the Bankruptcy Code) to or for the benefit of the SPV.

SECTION 9.2 . Purchase Price. Subject to the terms and conditions hereof, including Article V, in consideration for the sale, assignment and transfer of the Affected Assets by the SPV to the Funding Agents (on behalf of their related Conduit Investors and/or the Related Alternate Investors as applicable) hereunder:

(a) Investments. On the Closing Date, and thereafter from time to time during the Reinvestment Period, on request of the SPV in accordance with Section 2.3, each Funding Agent (on behalf of its related Conduit Investor or the Related Alternate Investors as determined pursuant to Section 2.3) shall deposit in the Funding Account for payment to the SPV from funds received from the related Investors pursuant to Section 2.3(d) an amount equal in each instance to the least of (i) its Purchaser Group's Pro Rata Share of the amount requested by the SPV under Section 2.3(a), (ii) its Purchaser Group's Pro Rata Share of the largest amount that will not cause (A) the Net Investment to exceed the Maximum Net Investment or (B) the sum of the Net Investment and the Required Reserves to exceed the Net Pool Balance and (iii) the largest amount which will not cause such Investor to exceed its Conduit Funding Limit or Commitment, as applicable. Each such payment is herein called an "Investment".

(b) Reinvestments. On each Business Day during the Reinvestment Period, the Master Servicer, on behalf of the Administrative Agent (on behalf of the Funding Agents for the benefit of the Conduit Investor and/or the Alternate Investors as applicable), shall pay to the SPV, out of Collections of Receivables, the amount available for Reinvestment in accordance with Section 2.12(a)(iii). Each such payment is hereinafter called a "Reinvestment". All Reinvestments with respect to the Conduit Investor Percentage and the Alternate Investor Percentage of the Asset Interest shall be made ratably on behalf of the Conduit Investors and Alternate Investors, as applicable, pro rata in accordance with their respective outstanding portions of the Alternate Investor Percentage and Conduit Investor Percentage, as applicable, of the Net Investment funded by them.

(c) Deferred Purchase Price. On each Business Day on and after the Final Payout Date, the Master Servicer, on behalf of the Administrative Agent on behalf of the Funding Agents for the benefit of the Investors, shall pay to the SPV an amount equal to the Collections of Receivables received by the SPV less the accrued and unpaid Servicing Fee (and the SPV (or the Master Servicer on its behalf) shall apply such Collections in the manner described in Section 2.14).

(d) SPV Payments Limited to Collections. Notwithstanding any provision contained in this Agreement to the contrary, the Administrative Agent shall not, and shall not be obligated (whether on behalf of the Funding Agents for the benefits of the Conduit Investors or the Alternate Investors, as applicable), to pay any amount to the SPV as the purchase price of Receivables pursuant to subsections (b) and (c) above except to the extent of Collections on Receivables available for distribution to the SPV in accordance with this Agreement. Any amount which the Administrative Agent (whether on behalf of the Funding Agents for the benefit of the Conduit Investors or the Alternate Investors, if applicable) does not pay pursuant to the preceding sentence shall not constitute a claim (as defined in § 101 of the Bankruptcy Code) against or corporate obligation of the Administrative Agent, any Funding Agent or any Investor for any such insufficiency unless and until such amount becomes available for distribution to the SPV under Section 2.12.

SECTION 9.3 . Investment Procedures.

(a) Notice. The SPV shall request an Investment hereunder, by request to the Administrative Agent given by facsimile in the form of an Investment Request:

(i) For aggregate Investment amounts of $5,000,000 or more, but not greater than $50,000,000, by no later than 10:15 a.m. (New York City time) on the same Business Day as the proposed date of such Investment, in which case the Administrative Agent will notify the Funding Agent for each Conduit Investor and Alternate Investor, as applicable, of the Administrative Agent's receipt of such Investment Request by no later than 11:00 a.m. (New York City time) on the same Business Day as the proposed date of the Investment;

(ii) For aggregate Investment amounts of greater than $50,000,000 but not greater than $100,000,000, by no later than 3:00 p.m. (New York City time) one (1) Business Day prior to the proposed date of such Investment, in which case the Administrative Agent will notify the Funding Agent for each Conduit Investor and Alternate Investor, as applicable, of the Administrative Agent's receipt of such Investment Request by no later than 4:00 p.m. (New York City time) one (1) Business Day prior to the proposed date of the investment;

(iii) For aggregate Investment amounts of greater than $100,000,000, by no later than 3:00 p.m. (New York City time) two (2) Business Days prior to the proposed date of such Investment, in which case the Administrative Agent will notify the Funding Agent for each Conduit Investor and Alternate Investor, as applicable, of the Administrative Agent's receipt of such Investment Request by no later than 4:00 p.m. (New York City time) two (2) Business Days prior to the proposed date of the investment.

Each such Investment Request shall specify (i) the desired amount of such Investment (which shall be at least $5,000,000 or an integral multiple of $1,000,000 in excess thereof or, to the extent that the then available unused portion of the Maximum Net Investment is less than such amount, such lesser amount equal to such available unused portion of the Maximum Net Investment), including the aggregate Pro Rata Shares per Purchaser Group of such Investment and (ii) the desired date of such Investment (the "Investment Date") which shall be a Permitted Investment Date.

(b) Notice. The SPV shall request an Investment hereunder, by request to the Administrative Agent given by facsimile in the form of an Investment Request at least three (3) Business Days prior to the proposed date of any Investment (including the initial Investment). Each such Investment Request shall specify (i) the desired amount of such Investment (which shall be at least $5,000,000 or an integral multiple of $1,000,000 in excess thereof or, to the extent that the then available unused portion of the Maximum Net Investment is less than such amount, such lesser amount equal to such available unused portion of the Maximum Net Investment), including the aggregate Pro Rata Shares per Purchaser Group of such Investment, (ii) the Investment Date which shall be a Permitted Investment Date and (iii) the desired Rate Period(s) and allocations of such Investment thereto as required by Section 2.4. The Administrative Agent will promptly notify the Funding Agent for each Conduit Investor and Alternate Investor, as applicable, of the Administrative Agent's receipt of an Investment Request to be made to such Person.

(c) Conduit Investor Acceptance or Rejection; Investment Request Irrevocable.

(i) Each Funding Agent will promptly notify the related Conduit Investor of each Funding Agent's receipt of any Investment Request. The Conduit Investor shall instruct such Funding Agent to accept or reject (on such Conduit Investor's behalf) such Investment Request by notice given to the SPV, the Administrative Agent and such Funding Agent by telephone or facsimile by no later than 10:00 a.m. (New York City time) on the requested Investment Date. Failure by a Conduit Investor to timely deliver such notice shall be deemed to be an acceptance of such Investment Request.

(i) Each Investment Request shall be irrevocable and binding on the SPV, and the SPV shall indemnify each Investor against any loss or expense incurred by such Investor, either directly or indirectly (including, in the case of a Conduit Investor, through a Program Support Agreement) as a result of any failure by the SPV to complete such Investment, including any loss (including loss of profit) or expense incurred by a

Funding Agent or any Investor, either directly or indirectly (including, in the case of a Conduit Investor, pursuant to a Program Support Agreement) by reason of the liquidation or reemployment of funds acquired by such Investor (or the applicable Program Support Provider(s)) (including funds obtained by issuing commercial paper or promissory notes or obtaining deposits or loans from third parties) in order to fund such Investment.

(d) Alternate Investor's Commitment. Subject to Section 2.2(b) concerning Reinvestments, at no time will a Conduit Investor have any obligation to fund an Investment or Reinvestment. At any time when a Conduit Investor has rejected a request for Investment or has failed to make an Investment in connection with an Investment Request it has accepted, the Related Funding Agent shall so notify the Related Alternate Investors and such Alternate Investors shall make such Investment, on a pro rata basis, in accordance with their respective Special Pro Rata Shares. Notwithstanding anything contained in this Section 2.3(c) or elsewhere in this Agreement to the contrary, no Alternate Investor shall be obligated to provide any Funding Agent or the SPV with funds in connection with an Investment in an amount that would result in the portion of the Net Investment then funded by it exceeding its Allocable Portion of Maximum Net Investment then in effect (minus the unrecovered principal amount of such Alternate Investor's investment in the Asset Interest pursuant to the Program Support Agreement to which it is a party). The obligation of each Alternate Investor to remit its Special Pro Rata Share of any such Investment shall be several from that of each other Alternate Investor, and the failure of any Alternate Investor to so make such amount available to the Related Funding Agent shall not relieve any other Alternate Investor of its obligation hereunder.

(e) Payment of Investment. On any Investment Date, each Conduit Investor and/or Alternate Investor, as the case may be, shall, not later than 1:00 p.m. (New York City time) on such date, remit its share of the aggregate amount of such Investment (determined pursuant to Section 2.2(a)) to the Funding Account specified from time to time by the Administrative Agent to each Funding Agent by notice to such Persons by wire transfer of same day funds. Following the Administrative Agent's receipt of funds from the Investors as aforesaid, the Administrative Agent shall promptly remit such funds in the Funding Account in respect of each Investment to the SPV's account designated pursuant to Section 11.3, by wire transfer of same day funds.

(f) Administrative Agent May Advance Funds. Unless the Administrative Agent shall have received notice from a Funding Agent that any related Investor will not make its share of any Investment available on the applicable Investment Date therefor, the Administrative Agent may (but shall have no obligation to) make any such Investor's share of any such Investment available to the SPV in anticipation of the receipt by the Administrative Agent of such amount from the applicable Investor. To the extent any such Investor or Funding Agent on behalf of such Investor fails to remit any such amount to the Administrative Agent after any such advance by the Administrative Agent on such Investment Date, such Investor, on the one hand, and the SPV, on the other hand, shall be required to pay such amount to the Administrative Agent for its own account, together with interest thereon at a per annum rate equal to the Federal Funds Rate, in the case of such Investor, or the Base Rate, in the case of the SPV, to the Administrative Agent upon its demand therefor (provided that a Conduit Investor shall have no obligation to pay such interest amounts except to the extent that it shall have sufficient funds to pay the face amount of its Commercial Paper in full). Until such amount shall be repaid, such amount shall be deemed to be Net Investment paid by the Administrative Agent and the Administrative Agent shall be deemed to be the owner of an interest in the Asset Interest hereunder to the extent of such Investment. Upon the payment of such amount to the Administrative Agent (i) by the SPV, the amount of the aggregate Net Investment shall be reduced by such amount or (ii) by such Investor, such payment shall constitute such Investor's payment of its share of the applicable Investment.

SECTION 9.4 . [IS RESERVED AND IS SPECIFIED IN SCHEDULE I.]

SECTION 9.5 . Yield, Fees and Other Costs and Expenses. Notwithstanding any limitation on recourse herein, the SPV shall pay, as and when due in accordance with this Agreement, all Fees, Yield, all amounts payable pursuant to Article IX, if any, and the Servicing Fees. On each Remittance Date, to the extent not paid pursuant to Section 2.12 for any reason, the SPV shall pay to the Administrative Agent, for the benefit of the Funding Agents on behalf of the Conduit Investors or the Alternate Investors, as applicable, an amount equal to the accrued and unpaid Yield in respect of the prior calendar month. Nothing in this Agreement shall limit in any way the obligations of the SPV to pay the amounts set forth in this Section 2.5.

SECTION 9.6 . Deemed Collections. (a) Dilutions. If on any day the Unpaid Balance of a Receivable is reduced or such Receivable is canceled as a result of any Dilution, the SPV shall be deemed to have received on such day a Collection of such Receivable in the amount of the Unpaid Balance (as determined immediately prior to such Dilution) of such Receivable (if such Receivable is canceled) or, otherwise in the amount of such reduction, and the SPV shall pay to the Master Servicer an amount equal to such Deemed Collection and such amount shall be applied by the Master Servicer as a Collection in accordance with Section 2.12.

(b) Breach of Representation or Warranty. If on any day any of the representations or warranties in Article IV was or becomes untrue with respect to a Receivable (whether on or after the date of transfer thereof to the Administrative Agent, for the benefit of the Funding Agents, on behalf of the Investors, as contemplated hereunder), the SPV shall be deemed to have received on such day a Collection of such Receivable in full and the SPV shall on such day pay to the Master Servicer an amount equal to the Unpaid Balance of such Receivable and such amount shall be allocated and applied by the Master Servicer as a Collection in accordance with Section 2.12. Notwithstanding the foregoing, any representation or warranty made with respect to a Receivable in respect of the criteria set forth in clause (e), (h) or (m) of the definition of "Eligible Receivable" in Section 1.1 shall be made with respect to such criteria solely as of the date such Receivable was purchased hereunder.

SECTION 9.7 . Payments and Computations, Etc. All amounts to be paid or deposited by the SPV or the Master Servicer hereunder shall be paid or deposited in accordance with the terms hereof no later than 11:00 a.m. (New York City time) on the day when due in immediately available funds; if such amounts are payable to the Administrative Agent (whether on behalf of any Funding Agent, any Investor or otherwise) they shall be paid or deposited in the account designated pursuant to Section 11.3, until otherwise notified by the Administrative Agent. The SPV shall, to the extent permitted by Law, pay to the Administrative Agent, for the benefit of the Funding Agents, on behalf of the Investors, upon demand, interest on all amounts not paid or deposited when due hereunder at a rate equal to 2.00% per annum, plus the Base Rate. All computations of Yield and all per annum fees hereunder shall be made on the basis of a year of 360 days for the actual number of days (including the first but excluding the last day(except in the case of a Rate Period applicable to a Pooled Funding Conduit Investor, which shall include the first and the last day)) elapsed. Any computations by the Administrative Agent of amounts payable by the SPV hereunder shall be binding upon the SPV absent manifest error. The determination of the CP Rate by each Funding Agent on behalf of its related Conduit Investor shall be conclusive and binding upon the SPV absent manifest error.

SECTION 9.8 . Reports. By no later than 4:00 p.m. (New York City time) on each Reporting Date, the Master Servicer shall prepare and forward to the Administrative Agent a Master Servicer Report, as at, and for the Calculation Period ending on, the immediately preceding Month End Date; provided, however, that with respect to a Master Servicer Report delivered on a weekly basis, the information shall be provided as of the Friday of the preceding week and with respect to a Master Servicer Report delivered more frequently than weekly, the information shall be provided as of the Business Day immediately prior to such Reporting Date. The Master Servicer Report shall be certified by the SPV and the Master Servicer. The Administrative Agent shall promptly provide a copy of such Master Servicer Report to each Investor.

SECTION 9.9 . Collection Account. (a) The Administrative Agent shall establish in its name on or before the day of the initial Investment hereunder and shall maintain a segregated account (the "Collection Account"), bearing a designation clearly indicating that the funds deposited therein are held for the benefit of the Administrative Agent, for the benefit of the Funding Agents, on behalf of the Investors. The Administrative Agent shall have exclusive dominion and control over the Collection Account and all monies, instruments and other property from time to time in the Collection Account. On and after the occurrence of a Termination Event or a Potential Termination Event (which Potential Termination Event is not capable of being cured), the Master Servicer shall remit daily within one Business Day of receipt to the Collection Account all Collections received. Funds on deposit in the Collection Account (other than investment earnings) shall be invested by the Administrative Agent, in the name of the Administrative Agent for the benefit of the Funding Agents on behalf of the Investors, in Eligible Investments that will mature so that such funds will be available so as to permit amounts in the Collection Account to be paid and applied on the next Settlement Date and otherwise in accordance with the provisions of Section 2.12; provided that such funds shall not reduce the Net Investment or accrued Yield hereunder until so applied under Section 2.12. On each Remittance Date, all interest and earnings (net of losses and investment expenses) on funds on deposit in the Collection Account shall be applied as Collections set aside for the Administrative Agent in accordance with Section 2.12. On the Final Payout Date, any funds remaining on deposit in the Collection Account shall be paid to the SPV for application as set forth in Section 2.14.

(b) The Administrative Agent shall establish in its name on or before the day of the initial Investment hereunder and shall maintain a segregated account (the "Funding Account") for the benefit of the Funding Agents, on behalf of the Conduit Investors and the Alternate Investors, into which all payments received by the Administrative Agent from the Funding Agents and the Investors shall be deposited pursuant to Section 2.3(d). The Administrative Agent shall have the sole right of withdrawal from the Funding Account.

SECTION 9.10. Sharing of Payments, Etc. If any Investor (for purposes of this Section 2.10 only, being a "Recipient") shall obtain any payment (whether voluntary, involuntary, through the exercise of any right of setoff, or otherwise) on account of the portion of the Asset Interest owned by it (other than pursuant to the Fee Letter, or Article IX and other than as a result of the differences in the timing of the applications of Collections pursuant to Section 2.12 and other than a result of the different methods for calculating Yield) in excess of its ratable share of payments on account of the Asset Interest obtained by the Investors entitled thereto, such Recipient shall forthwith purchase from the Investors entitled to a share of such amount participations in the portions of the Asset Interest owned by such Persons as shall be necessary to cause such Recipient to share the excess payment ratably with each such other Person entitled thereto; provided, however, that if all or any portion of such excess payment is thereafter recovered from such Recipient, such purchase from each such other Person shall be rescinded and each such other Person shall repay to the Recipient the purchase price paid by such Recipient for such participation to the extent of such recovery, together with an amount equal to such other Person's ratable share (according to the proportion of (a) the amount of such other Person's required payment to (b) the total amount so recovered from the Recipient) of any interest or other amount paid or payable by the Recipient in respect of the total amount so recovered.

SECTION 9.11. Right of Setoff. Without in any way limiting the provisions of Section 2.10, the Administrative Agent, each Funding Agent and each Investor is hereby authorized (in addition to any other rights it may have) at any time after the occurrence of the Termination Date due to the occurrence of a Termination Event or during the continuance of a Potential Termination Event (which Potential Termination Event is not capable of being cured) to set-off, appropriate and apply (without presentment, demand, protest or other notice which are hereby expressly waived) any deposits and any other indebtedness held or owing by the Administrative Agent, such Funding Agent or such Investor to, or for the account of, the SPV against the amount of the Aggregate Unpaids owing by the SPV to such Person or to the Administrative Agent, or such Funding Agent on behalf of such Person (even if contingent or unmatured).

[SECTIONS 2.12 THROUGH 2.15 ARE RESERVED AND SPECIFIED
IN SCHEDULE III (SETTLEMENT PROCEDURES).]

SECTION 9.12. [RESERVED]

SECTION 9.13. [RESERVED]

SECTION 9.14. [RESERVED]

SECTION 9.15. [RESERVED]

SECTION 9.16. Special Termination Date with Respect to a Particular Conduit Investor. Notwithstanding anything to the contrary contained in this Agreement, if there shall occur a Special Termination Date with respect to a Conduit Investor or its Related Alternate Investors, then, from and after such Special Termination Date, (a) no further Investments or Reinvestments shall be made by such Conduit Investors or Related Alternate Investor, (b) the Administrative Agent shall distribute Collections to such Conduit Investor or Related Alternate Investor in accordance with the provisions of Sections 2.12 and 2.13 applicable to a Special Termination Date, (c) in all respects, the provisions of this Agreement with respect to a Termination Date shall be deemed to apply with respect to such Conduit Investor or Related Alternate Investor for which a Special Termination Date has occurred, other than as explicitly set forth herein, and (d) all provisions of this Agreement shall continue to apply to the other Conduit Investors and Related Alternate Investors.

ARTICLE X

ADDITIONAL ALTERNATE INVESTOR PROVISIONS

SECTION 10.1. Assignment to Alternate Investors.

(a) SPV's Obligation to Pay Certain Amounts; Additional Assignment Amount. The SPV shall pay to the Administrative Agent, on behalf of a Funding Agent, for the account of the related Conduit Investor, in connection with any assignment by such Conduit Investor to the Related Alternate Investors pursuant to this Agreement, an aggregate amount equal to all Yield to accrue through the end of the current Rate Period to the extent attributable to the portion of the Net Investment so assigned to such Alternate Investor*s* (which Yield shall be determined for such purpose using the CP Rate most recently determined by such Funding Agent) (as determined immediately prior to giving effect to such assignment), plus all other accrued Aggregate Unpaids (other than the Net Investment and other than any Yield not described above) payable to such Conduit Investor in respect of such portion of the Net Investment so assigned. If the SPV fails to make payment of such amounts at or prior to the time of assignment by such Conduit Investor to the Related Alternate Investors, such amount shall be paid by the Alternate Investors (in accordance with their respective Special Pro Rata Shares) to such Conduit Investor as additional consideration for the interests assigned to the Alternate Investors and the amount of the "Net Investment" hereunder held by the Alternate Investors shall be increased by an amount equal to the additional amount so paid by the Alternate Investors.

(b) Payments to Funding Agent's Account. After any assignment in whole by a Conduit Investor to the Related Alternate Investors pursuant to this Agreement at any time on or after the Conduit Investment Termination Date, all payments to be made hereunder by the SPV or the Master Servicer to such Conduit Investor shall be made to the Related Funding Agent's account as such account shall have been designated by such Funding Agent to the Administrative Agent, the SPV and the Master Servicer. [RESERVED.]

SECTION 10.3. Extension of Commitment Termination Date. (a) The SPV may, at any time during the period which is no more than sixty (60) days or less than thirty (30) days immediately preceding the Commitment Termination Date then in effect, request that such Commitment Termination Date be extended for an additional 364 days. Any such request shall be in writing, in substantially the form of Exhibit J (an "Extension Request"), and delivered to the Administrative Agent (which shall be promptly forwarded by the Administrative Agent to each Alternate Investor), and shall be subject to the following conditions: (i) such extension shall be at each Alternate Investor's sole and absolute discretion, including in respect of any extension or renewal fee that may be payable at the time of such extension, (ii) no Alternate Investor shall have any obligation to extend the Commitment Termination Date at any time, and (iii) any such extension with respect to any Alternate Investor shall be effective only upon the written agreement of the Administrative Agent, such Alternate Investor, the SPV and the Master Servicer, as evidenced by their execution of a counterpart signature page to the applicable Extension Request. Each Alternate Investor will respond to any such request no later than the fifteenth day prior to the Commitment Termination Date (the "Response Deadline"), provided, that a failure by any Alternate Investor to respond by the Response Deadline shall be deemed to be a rejection of the requested extension. (b) If at any time the SPV requests that the Alternate Investors extend the Commitment Termination Date in accordance with Section 3.3(a), and some but less than all the Alternate Investors consent to such renewal as of the applicable Response Deadline, the SPV may arrange for an assignment to one or more financial institutions of all the rights and obligations hereunder of each such non-consenting Alternate Investor in accordance with Section 11.8, provided that any such financial institution shall be acceptable to the Related Funding Agent in its sole and absolute discretion. Any such assignment shall become effective on the then-current Commitment Termination Date. Each Alternate Investor which does not so consent to any renewal shall cooperate fully with the SPV in effectuating the administrative details of any such assignment. If none or less than all the Commitments of the non-renewing Alternate Investors are so assigned as provided above and the related Conduit Investor Percentage equals 100%, then (i) the extended Commitment Termination Date shall be effective solely with respect to the renewing Alternate Investors, (ii) the Facility Limit shall automatically be reduced by an amount equal to the aggregate of the Commitments of all non-renewing Alternate Investors, (iii) the Conduit Funding Limit of the related Conduit Investor shall automatically be reduced by an amount equal to the aggregate of the Commitments of all non-renewing Related Alternate Investors, and (iv) this Agreement and the Commitments of the renewing Alternate Investors shall remain in effect in accordance with their terms notwithstanding the expiration of the Commitments of such non-renewing Alternate Investors.

ARTICLE XI

REPRESENTATIONS AND WARRANTIES

SECTION 11.1. Representations and Warranties of the SPV and the Master Servicer. Each of the SPV and the Master Servicer represents and warrants to each Funding Agent, the Administrative Agent and each Investor, as to itself, that, on the Closing Date and on each Investment Date and Reinvestment Date:

(a) Corporate Existence and Power. It (i) is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, (ii) has all corporate power and all licenses, authorizations, consents and approvals of all Official Bodies required to carry on its business in each jurisdiction in which its business is now and proposed to be conducted (except where the failure to have any such licenses, authorizations, consents and approvals would not individually or in the aggregate have a Material Adverse Effect) and (iii) is duly qualified to do business and is in good standing in every other jurisdiction in which the nature of its business requires it to be so qualified, except where the failure to be so qualified or in good standing would not have a Material Adverse Effect.

(b) Corporate and Governmental Authorization; Contravention. The execution, delivery and performance by it of this Agreement and the other Transaction Documents to which it is a party are (i) within the its corporate powers, (ii) have been duly authorized by all necessary corporate and shareholder action, (iii) require no action by or in respect of, or filing with, any Official Body or official thereof (except as contemplated by Sections 5.1(f), 5.1(g) and 7.7, all of which have been (or as of the Closing Date will have been) duly made and in full force and effect), (iv) do not contravene or constitute a default under (A) its articles of incorporation or by-laws, (B) any Law applicable to it, except to the extent (solely in the case of the Master Servicer) that the failure to comply therewith could not, in the aggregate, be expected to have a Material Adverse Effect or a material adverse effect on the condition (financial or otherwise), business or properties of Arrow and the other Originators, taken as a whole, (C) any contractual restriction binding on or affecting it or its property or (D) any order, writ, judgment, award, injunction, decree or other instrument binding on or affecting it or its property, or (v) result in the creation or imposition of any Adverse Claim upon or with respect to its property or the property of any of its Subsidiaries (except as contemplated hereby).

(c) Binding Effect. Each of this Agreement and the other Transaction Documents to which it is a party has been duly executed and delivered and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium or other similar laws affecting the rights of creditors generally and the application of general principles of equity (regardless of whether considered in a proceeding at law or in equity).

(d) Perfection. In the case of the SPV, it is the owner of all of the Receivables and other Affected Assets, free and clear of all Adverse Claims (other than any Adverse Claim arising hereunder), and upon the making of the initial Investment on the Closing Date and at all times thereafter until the Final Payout Date, all financing statements and other documents required to be recorded or filed in order to perfect and protect the first priority perfected ownership or security interest of the Administrative Agent for the benefit of each Funding Agent on behalf of the related Investors in the Asset Interest against all creditors of and purchasers from the SPV, Arrow and the other Originators will have been duly filed in each filing office necessary for such purpose and all filing fees and taxes, if any, payable in connection with such filings shall have been paid in full.

(e) Accuracy of Information. All information heretofore furnished by it (including the Master Servicer Reports and its financial statements) to any Investor, any Funding Agent or the Administrative Agent for purposes of or in connection with this Agreement or any transaction contemplated hereby was true, complete and accurate in every material respect, on the date such information is stated or certified, and no such item contains or contained any untrue statement of a material fact or omits or did omit to state a material fact necessary in order to make the statements contained therein, in the light of the circumstances under which (and as of the date) they were made, not misleading.

(f) Tax Status; GAAP Treatment. It has (i) in the case of the SPV, timely filed all tax returns (federal, state and local) required to be filed and, in the case of the Master Servicer, filed all material tax returns (federal, state and local) required to be filed and (ii) paid or made adequate provision for the payment of all taxes, assessments and other governmental charges and, solely with respect to the Master Servicer, which, individually or in the aggregate, would not result in liability in excess of $5,000,000.

(g) Action, Suits. It is not in violation of any order of Official Body or arbitrator which could not, in the aggregate, be expected to have a Material Adverse Effect or a material adverse effect on the condition (financial or otherwise), businesses or properties of Arrow and the other Originators, taken as a whole. Except as set forth in Schedule 4.1(g), there are no actions, suits, litigation or proceedings pending, or to its knowledge, threatened, against or affecting it or any of its Subsidiaries or their respective properties, in or before any Official Body or arbitrator which in each case with respect to the Master Servicer or any of its Subsidiaries (other than the SPV), if adversely determined could have a Material Adverse Effect or a material adverse effect on the condition (financial or otherwise), businesses or properties of Arrow and the other Originators, taken as a whole.

(h) Use of Proceeds. In the case of the SPV, no proceeds of any Investment or Reinvestment will be used by it (i) to acquire any security in any transaction which is subject to Section 13 or 14 of the Securities Exchange Act of 1934, (ii) to acquire any equity security of a class which is registered pursuant to Section 12 of such act or (iii) for any other purpose that violates applicable Law, including Regulation U of the Federal Reserve Board.

(i) Principal Place of Business; Chief Executive Office; Location of Records. Its principal place of business, chief executive office and the offices where it keeps all its material Records, are located at the address(es) described on Schedule 4.1(i) or such other locations notified to the Administrative Agent in accordance with Section 7.7 in jurisdictions where all action required by Section 7.7 has been taken and completed.

(j) Subsidiaries; Tradenames, Etc. In the case of the SPV, as of the Closing Date: (i) it has only the Subsidiaries and divisions listed on Schedule 4.1(j); and (ii) it has, within the last five (5) years, operated only under the tradenames identified in Schedule 4.1(j), and, within the last five (5) years, has not changed its name, the location of its chief executive office, merged with or into or consolidated with any other Person or been the subject of any proceeding under the

Bankruptcy Code, except as disclosed in Schedule 4.1(j). Schedule 4.1(j) also lists the correct Federal Employer Identification Number of the SPV.

(k) Good Title. In the case of the SPV, upon each Investment and Reinvestment, the Administrative Agent for the benefit of each Funding Agent, on behalf of the related Investors shall acquire a valid and enforceable perfected first priority ownership interest or a first priority perfected security interest in each Receivable and all other Affected Assets that exist on the date of such Investment or Reinvestment, with respect thereto, free and clear of any Adverse Claim (other than that created by the Administrative Agent, any Funding Agent or any Investor).

(l) Nature of Receivables. Each Receivable (i) represented by it to be an Eligible Receivable in any Master Servicer Report or (ii) included in the calculation of the Net Pool Balance in fact satisfies at such time the definition of “Eligible Receivable” set forth herein and, in the case of clause (ii) above, is not a Receivable of the type described in clauses (b)(i) or (b)(ii) of the definition of “Net Pool Balance”. It has no knowledge of any fact (including any defaults by the Obligor thereunder on any other Receivable) that would cause it or should have caused it to expect any payments on such Receivable not to be paid in full when due or that is reasonably likely to cause or result in any other Material Adverse Effect with respect to such Receivable.

(m) Coverage Requirement;. The sum of the Net Investment, plus the Required Reserves does not exceed the Net Pool Balance.

(n) Credit and Collection Policy. Since January 31, 2001, there have been no material changes in the Credit and Collection Policy other than in accordance with this Agreement. Since such date, no material adverse change has occurred in the overall rate of collection of the Receivables other than as disclosed in writing to the Administrative Agent and each Funding Agent. It has at all times materially complied with the Credit and Collection Policy with regard to each Receivable.

(o) Material Adverse Effect. Since December 31, 1999, there has been no Material Adverse Effect.

(p) No Termination Event. In the case of the SPV, no event has occurred and is continuing and no condition exists, or would result from any Investment or Reinvestment or from the application of the proceeds therefrom, which constitutes or may be reasonable be expected to constitute a Termination Event or a Potential Termination Event. In the case of the Master Servicer, no Master Servicer Default has occurred and is continuing to exist.

(q) Not an Investment Company or Holding Company. It is not, and is not controlled by, an “investment company” within the meaning of the Investment Company Act of 1940, or is exempt from all provisions of such act. It is not a “holding company,” or a subsidiary or affiliate of a “holding company,” within the meaning of the Public Utility Holding Company Act of 1935.

(r) ERISA. No steps have been taken by any Person to terminate any Pension Plan the assets of which will not be sufficient to satisfy all of its benefit liabilities (as determined under Title IV of ERISA) on the date of such termination. Neither Arrow, the SPV nor any ERISA Affiliates of either such Person has incurred any withdrawal liability (which has not been satisfied) under Title IV of ERISA with respect to any Multiemployer Plan. No contribution failure has occurred with respect to any Pension Plan sufficient to give rise to a lien under Section 302(f) of ERISA, and each Pension Plan has been administered in all material respects in compliance with its terms and applicable provisions of ERISA and the Code.

(s) Blocked Accounts. The names and addresses of all the Blocked Account Banks, together with the account numbers of the Blocked Accounts at such Blocked Account Banks, are specified in Schedule 4.1(s) (or at such other Blocked Account Banks and/or with such other Blocked Accounts as have been notified to the Administrative Agent and for which Blocked Account Agreements have been executed in accordance with Section 7.3 and delivered to the Master Servicer). All Blocked Accounts are subject to Blocked Account Agreements. All Obligors have been instructed to make payment to a Blocked Account and only Collections are deposited into the Blocked Accounts, except for other amounts (i) that are withdrawn from such Blocked Accounts within one Business Day of such amounts becoming available for transfer therefrom or (ii) that are deposited in respect of HP Receivables which are not HP Purchased Receivables.

(t) Bulk Sales. In the case of the SPV, no transaction contemplated hereby or by the First Tier Agreement requires compliance with any bulk sales act or similar law.

(u) Transfers Under First Tier Agreement. In the case of the SPV, each Receivable has been purchased by it from Arrow pursuant to, and in accordance with, the terms of the First Tier Agreement. In the case of Arrow, each Receivable has either been originated by Arrow or purchased by Arrow from an Originator pursuant to, and in accordance with, the terms of the applicable Originator Sale Agreement.

(v) Preference; Voidability. In the case of the SPV, it shall have given reasonably equivalent value to Arrow in consideration for the transfer to it of the Affected Assets from Arrow, and each such transfer shall not have been made for or on account of an antecedent debt owed by Arrow to it and no such transfer is or may be voidable under any section of the Bankruptcy Code.

(w) Nonconsolidation. The SPV is operated in such a manner that the separate corporate existence of the SPV, on the one hand, and each Originator or any Affiliate thereof, on the other, would not be disregarded in the event of the bankruptcy or insolvency of any Originator or any Affiliate thereof and, without limiting the generality of the foregoing:

(i) the SPV is a limited purpose corporation whose activities are restricted in its certificate of incorporation to activities related to purchasing or otherwise acquiring receivables (including the Receivables) and related assets and rights and conducting any related or incidental business or activities it deems necessary or appropriate to carry out its primary purpose, including entering into agreements like the Transaction Documents;

(i) the SPV has not engaged, and does not presently engage, in any activity other than those activities expressly permitted hereunder and under the other Transaction Documents, nor has the SPV entered into any agreement other than this Agreement, the other Transaction Documents to which it is a party, and with the prior written consent of the Investors, each Funding Agent and the Administrative Agent, any other agreement necessary to carry out more effectively the provisions and purposes hereof or thereof;

(i) (A) the SPV maintains its own deposit account or accounts, separate from those of any of its Affiliates, with commercial banking institutions, (B) the funds of the SPV are not and have not been diverted to any other Person or for other than the corporate use of the SPV and (C) except as may be expressly permitted by this Agreement, the funds of the SPV are not and have not been commingled with those of any of its Affiliates;

(i) to the extent that the SPV contracts or does business with vendors or service providers where the goods and services provided are partially for the benefit of any other Person, the costs incurred in so doing are fairly allocated to or among the SPV and such entities for whose benefit the goods and services are provided, and each of the SPV and each such entity bears its fair share of such costs; and all material transactions between the SPV and any of its Affiliates shall be only on an arm's-length basis;

(i) the SPV maintains stationery through which all business correspondence and communication are conducted, in each case separate from those of each Originator and its respective Affiliates;

(i) the SPV conducts its affairs strictly in accordance with its certificate of incorporation and observes all necessary, appropriate and customary corporate formalities, including (A) holding all regular and special stockholders' and directors' meetings appropriate to authorize all corporate action (which, in the case of regular stockholders' and directors' meetings, are held at least annually), (B) keeping separate and accurate minutes of such meetings, (C) passing all resolutions or consents necessary to authorize actions taken or to be taken, and (D) maintaining accurate and separate books, records and accounts, including intercompany transaction accounts;

(ii) all decisions with respect to its business and daily operations are independently made by the SPV (although the officer making any particular decision may also be an employee, officer or director of an Affiliate of the SPV) and are not dictated by any Affiliate of the SPV (it being understood that the Master Servicer, which is an Affiliate of the SPV, will undertake and perform all of the operations, functions and obligations of it set forth herein and it may appoint Sub-Servicers, which may be Affiliates of the SPV, to perform certain of such operations, functions and obligations);

(iii) the SPV acts solely in its own corporate name and through its own authorized officers and agents, and no Affiliate of the SPV shall be appointed to act as its agent, except as expressly contemplated by this Agreement;

(iv) no Affiliate of the SPV advances funds to the SPV, other than as is otherwise provided herein or in the other Transaction Documents, and no Affiliate of the SPV otherwise supplies funds to, or guaranties debts of, the SPV; provided, however, that an Affiliate of the SPV may provide funds to the SPV in connection with the capitalization of the SPV;

(v) other than organizational expenses and as expressly provided in the Transaction Documents, the SPV pays all expenses, indebtedness and other obligations incurred by it;

(vi) the SPV does not guarantee, and is not otherwise liable, with respect to any obligation of any of its Affiliates;

(vii) any financial reports required of the SPV comply with generally accepted accounting principles and are issued separately from, but may be consolidated with, any reports prepared for any of its Affiliates;

(viii) at all times the SPV is adequately capitalized to engage in the transactions contemplated in its certificate of incorporation;

(ix) the financial statements and books and records of the SPV and Arrow reflect the separate corporate existence of the SPV;

(x) the SPV does not act as agent for any Originator or any Affiliate thereof, but instead presents itself to the public as a corporation separate from each such member and independently engaged in the business of purchasing and financing Receivables;

(xi) the SPV maintains a three-person board of directors, including at least one independent director, who has never been, and shall at no time be a stockholder, director, officer, employee or associate, or any relative of the foregoing, of any Originator or any Affiliate thereof (other than the SPV and any other bankruptcy-remote special purpose entity formed for the sole purpose of securitizing, or facilitating the securitization of, financial assets of any Originator or any Affiliate thereof), all as provided in its certificate or articles of incorporation, and is otherwise reasonably acceptable to the Investors, the Funding Agents and the Administrative Agent; and

(xii) the bylaws or the certificate or articles of incorporation of the SPV require the affirmative vote of the independent director before a voluntary petition under Section 301 of the Bankruptcy Code may be filed by the SPV, and the SPV to maintain correct and complete books and records of account and minutes of the meetings and other proceedings of its stockholders and board of directors.

(x) Dilution. In the case of the Master Servicer, upon the issuance of a Credit Memo relating to a specific Receivable, the amount of such Credit Memo is applied against such Receivable, and the Unpaid Balance of such Receivable is aged in accordance with the original invoice date of such Receivable.

(y) Representations and Warranties in other Related Documents. In the case of the SPV, each of the representations and warranties made by it contained in the Transaction Documents (other than this Agreement) was true, complete and correct in all respects and it hereby makes, as of the date that such representation or warranty was made or deemed made, each such representation and warranty to, and for the benefit of, each Funding Agent, the Administrative Agent and the Investors as if the same were set forth in full herein.

(z) No Master Servicer Default. In the case of the Master Servicer, no event has occurred and is continuing and no condition exists, or would result from a purchase in respect of any Investment or Reinvestment or from the application of the proceeds therefrom, which constitutes or may reasonably be expected to constitute a Master Servicer Default.

(aa) Identity and Location. (i) Set forth below is a complete, correct and current list of the SPV and all of the Originators, (ii) the legal name of each such entity is correctly set forth below, and such name is the name that appears in the articles of incorporation or other applicable formation documents filed in its jurisdiction of organization, and (iii) the jurisdiction of organization of each such entity is set forth opposite the name of such entity below and such entity is organized solely under the laws of such jurisdiction.

SPV/Originator	**Jurisdiction of Organization**
Arrow Asia Distribution Limited	Hong Kong
Arrow Electronics Funding Corporation	Delaware
Arrow Electronics, Inc.	New York
Arrow Enterprise Computing Solutions, Inc.	Delaware

SECTION 11.2. Additional Representations and Warranties of the Master Servicer. The Master Servicer represents and warrants on the Closing Date and on each Investment Date and Reinvestment Date to each Funding Agent, to the Administrative Agent and the Investors, which representation and warranty shall survive the execution and delivery of this Agreement, that each of the representations and warranties of the Master Servicer (whether made by the Master Servicer in its capacity as an Originator or as the Master Servicer) contained in any Transaction Document

(other than this Agreement) was true, complete and correct as of the date made or deemed made and, if made by the Master Servicer in its capacity as an Originator, applies with equal force to the Master Servicer in its capacity as Master Servicer, and the Master Servicer hereby so makes each such representation and warranty to, and for the benefit of, each Funding Agent, the Administrative Agent and the Investors as if the same were set forth in full herein.

ARTICLE XII

CONDITIONS PRECEDENT

SECTION 12.1. Conditions Precedent to Closing. The occurrence of the Closing Date and the effectiveness of the Commitments hereunder shall be subject to the conditions precedent that (i) the SPV or Arrow shall have paid in full (A) all amounts required to be paid by either of them on or prior to the Closing Date pursuant to the Fee Letter or otherwise hereunder and (B) the fees and expenses described in clause (i) of Section 9.4(a) and invoiced prior to the Closing Date, and (ii) the Administrative Agent shall have received, sufficient original (unless otherwise indicated) copies for itself and each of the Investors and the Administrative Agent's counsel, of each of the following documents, each in form and substance satisfactory to the Administrative Agent and each Funding Agent.

(a) A duly executed counterpart of this Agreement, the First Tier Agreement, the Fee Letter and each of the other Transaction Documents executed by the Originators, the SPV and the Master Servicer, as applicable.

(b) A certificate, substantially in the form of Exhibit G, of the secretary or assistant secretary of the SPV, certifying and (in the case of clauses (i) through (iii) below) attaching as exhibits thereto, among other things:

(i) the articles of incorporation, charter or other organizing document (including a limited liability company agreement, if applicable) of the SPV (certified by the Secretary of State or other similar official of the SPV's jurisdiction of incorporation or organization, as applicable, as of a recent date);

(ii) the by-laws of the SPV;

(iii) resolutions of the board of directors or other governing body of the of the SPV authorizing the execution, delivery and performance by the SPV of this Agreement, the First Tier Agreement and the other Transaction Documents to be delivered by the SPV hereunder or thereunder and all other documents evidencing necessary corporate action (including shareholder consents) and government approvals, if any; and

(iv) the incumbency, authority and signature of each officer of the SPV executing the Transaction Documents or any certificates or other documents delivered hereunder or thereunder on behalf of the SPV.

(c) A certificate, substantially in the form of Exhibit H of the secretary or assistant secretary of each Originator and the Master Servicer certifying and (in the case of clauses (i) through (iii) below) attaching as exhibits thereto, among other things:

(i) the articles of incorporation, charter or other organizing document (including a limited liability company agreement, if applicable) of such Originator or Master Servicer (certified by the Secretary of State or other similar official of its jurisdiction of incorporation or organization, as applicable, as of a recent date);

(ii) the by-laws of such Originator or the Master Servicer;

(iii) resolutions of the board of directors or other governing body of such Originator or the Master Servicer authorizing the execution, delivery and performance by it of this Agreement, the First Tier Agreement and the other Transaction Documents to be delivered by it hereunder or thereunder and all other documents evidencing necessary corporate action (including shareholder consents) and government approvals, if any; and

(iv) the incumbency, authority and signature of each officer of such Originator or the Master Servicer executing the Transaction Documents or any certificates or other documents delivered hereunder or thereunder on its behalf.

(d) A good standing certificate for the SPV issued by the Secretary of State or a similar official of the SPV's jurisdiction of incorporation or organization, as applicable, and certificates of qualification as a foreign corporation issued by the Secretaries of State or other similar officials of each jurisdiction where such qualification is material to the transactions contemplated by this Agreement and the other Transaction Documents, in each case, dated as of a recent date.

(e) A good standing certificate for each Originator and the Master Servicer issued by the Secretary of State or a similar official of its jurisdiction of incorporation or organization, as applicable, and certificates of qualification as a foreign corporation issued by the Secretaries of State or other similar officials of each jurisdiction where such qualification is material to the transactions contemplated by this Agreement and the other Transaction Documents, in each case, dated as of a recent date.

(f) Acknowledgment copies of proper financing statements (Form UCC-1), filed on or before the initial Investment Date naming the SPV, as debtor, in favor of the Administrative Agent, as secured party, for the benefit of the Investors or other similar instruments or documents as may be necessary or in the reasonable opinion of the Administrative Agent desirable under the UCC of all appropriate jurisdictions or any comparable law to perfect the Administrative Agent's ownership or security interest in all Receivables and the other Affected Assets.

(g) Acknowledgment copies of proper financing statements (Form UCC-1), filed on or before the initial Investment Date naming Arrow, as debtor, in favor of the SPV, as secured party and Administrative Agent for the benefit of the Investors, assignee or other similar instruments or documents as may be necessary or in the reasonable opinion of the Administrative Agent desirable under the UCC of all appropriate jurisdictions or any comparable law to perfect the Administrative Agent's ownership or security interest in all Receivables and the other Affected Assets.

(h) Acknowledgment copies of proper financing statements (Form UCC-1 or Form PPSA 1[c] [Ontario]) or certified statements (Form RG), as applicable, filed on or before the initial Investment Date naming the applicable Originator, as the debtor, in favor of Arrow, as secured party, and the Administrative Agent, for the benefit of the Investors, as assignee, or other similar instruments or documents as may be necessary or in the reasonable opinion of the Administrative Agent desirable under the UCC of all appropriate jurisdictions or any comparable law to perfect the SPV's ownership interest in all Receivables and the other Affected Assets.

(i) Copies of proper financing statements (Form UCC-3), if any, filed on or before the initial Investment Date necessary to terminate all security interests and other rights of any Person in Receivables or the other Affected Assets previously granted by SPV.

(j) Copies of proper financing statements (Form UCC-3 or Form PPSA 2[c]) or certified statements (Form RG), as applicable, or appropriate acknowledgments, waivers or consents, if any, filed or obtained on or before the initial Investment Date necessary to terminate all security interests and other rights of any Person in Receivables or the other Affected Assets previously granted by any Originator.

(k) Certified copies of requests for information or copies (Form UCC-11, PPSA Registration System Inquiry Response Certificate or Certified Statement) (or a similar search report certified by parties acceptable to the Administrative Agent) dated a date reasonably near the date of the initial Investment listing all effective financing statements which name the SPV or an Originator (under their respective present names and any previous names) as debtor and which are filed in jurisdictions in which the filings were made pursuant to clauses (f) or (g) above and such other jurisdictions where the Administrative Agent may reasonably request together with copies of such financing statements (none of which shall cover any Receivables, other Affected Assets or Contracts), and similar search reports with respect to federal tax liens and liens of the Pension Benefit Guaranty Corporation in such jurisdictions, showing no such liens on any of the Receivables, other Affected Assets or Contracts.

(l) Executed copies of the Blocked Account Agreements relating to each of the Blocked Accounts.

(m) A favorable opinion of Milbank, Tweed, Hadley & McCloy LLP, (i) special counsel to the SPV, the Master Servicer and the Originators, substantially in the form set forth in Exhibit I-2, including the time period over which UCC financing statements filed in all appropriate jurisdictions remain effective and as to such other matters as any Funding Agent may reasonably request, (ii) a favorable opinion of Davies, Ward, Phillips & Vineberg LLP, special counsel to the SPV, the Master Servicer and the Originator, substantially in the form set forth in Exhibit I-3, and

(iii) a favorable opinion of Robert E. Klatell, counsel to the SPV, the Master Servicer and certain Originators substantially in the form set forth in Exhibit I-1.

(n) A favorable opinion of Milbank, Tweed, Hadley & McCloy LLP, special counsel to the SPV, the Master Servicer and the Originators, covering certain bankruptcy and insolvency matters in form and substance satisfactory to the Administrative Agent, Administrative Agent's counsel and each Funding Agent.

(o) A listing in form reasonably acceptable to the Administrative Agent setting forth all Receivables and the Unpaid Balances thereon as of March 2, 2001 and such other information as the Administrative Agent may reasonably request.

(p) Satisfactory results of a review and audit by the Administrative Agent and each Investor (including discussions with the Originators' independent accountants) of the Originators' collection, operating and reporting systems, Credit and Collection Policy, historical receivables data and accounts, including satisfactory results of a review of the Originators' operating location(s) and satisfactory review and approval of the Eligible Receivables in existence on the date of the initial purchase under the First Tier Agreement and a written outside audit report of a nationally-recognized accounting firm as to such matters.

(q) A Master Servicer Report as of March 2, 2001 showing the calculation of the Net Investment and Required Reserves after giving effect to the initial Investment.

(r) Evidence of the appointment of Arrow as agent for process as required by Section 11.4(c).

(s) Evidence that each of the Collection Account and the Funding Account required to be established hereunder has been established.

(t) To the extent required by each Conduit Investor's commercial paper program documents, a letter from the applicable rating agencies confirming that such Conduit Investor's participation in the transaction contemplated by this Agreement will not result in the withdrawal or downgrading of the rating of such Conduit Investor's commercial paper.

(u) Such other approvals, documents, instruments, certificates and opinions as the Administrative Agent, any Funding Agent or any Investor, may reasonably request.

SECTION 12.2. Conditions Precedent to All Investments and Reinvestments. Each Investment and Reinvestment hereunder (including the initial Investment) shall be subject to the conditions precedent that (i) the Closing Date shall have occurred, (ii) the Administrative Agent shall have received such approvals, documents, instruments, certificates and opinions as the Administrative Agent may reasonably request, and (iii) on the date of such Investment or Reinvestment the following statements shall be true (and the SPV by accepting the amount of such Investment or Reinvestment shall be deemed to have certified that):

(a) The representations and warranties contained in Sections 4.1 and 4.2 are true, complete and correct on and as of such day as though made on and as of such day and shall be deemed to have been made on such day,

(b) In the case of a Reinvestment, the amount of the Reinvestment will not exceed the amount available therefor under Section 2.12, and in the case of an Investment, the amount of such Investment will not exceed the amount available therefor under Section 2.2 and after giving effect thereto, the sum of the Net Investment and Required Reserves will not exceed the Net Pool Balance,

(c) In the case of an Investment, the Administrative Agent shall have received an Investment Request, appropriately completed, within the time period required by Section 2.3,

(d) In the case of an Investment, the Administrative Agent shall have received a Master Servicer Report (i) at any time other than during the occurrence and continuance of an Arrow Rating Event, dated no more than five (5) days prior to the proposed Investment Date, and (ii) at any time during the occurrence and continuance of an Arrow Rating Event, dated no later than the last Business Day of the week immediately prior to the week of such proposed Investment Date, provided, however, if the senior unsecured debt of Arrow is rated below BB+ or Ba1 by S&P or Moody's, respectively, such Master Servicer Report shall be dated no later than the Business Day immediately prior to such proposed Investment Date, and in each such case, the information contained in Master Servicer Report shall be true, complete and correct.

(e) No Termination Event or Potential Termination Event has occurred and is continuing.

ARTICLE XIII

COVENANTS

SECTION 13.1. Affirmative Covenants of the SPV and Master Servicer. At all times from the date hereof to the Final Payout Date, unless the Majority Investors shall otherwise consent in writing:

(a) Reporting Requirements. The SPV shall maintain, for itself and each of its Subsidiaries, a system of accounting established and administered in accordance with GAAP, and furnish to the Administrative Agent who shall in turn promptly forward each of the reports outlined below to each of the Investors:

(i) Annual Reporting. Within one hundred twenty (120) days after the close of the SPV's and Arrow's fiscal years, (A) financial statements, audited by a nationally-recognized accounting firm in accordance with GAAP on a consolidated basis for Arrow and its consolidated Subsidiaries, in each case, including balance sheets as of the end of such period, related statements of operations, shareholder's equity and cash flows, accompanied by an unqualified audit report certified by independent certified public accountants (without a "going concern" or like qualification or exception and without any qualifications or exception as to the scope of the audit), acceptable to the Administrative Agent, prepared in accordance with GAAP, and (B) unaudited financial statements of the SPV, to include balance sheets as of the end of such period and the related statements of operations, prepared in accordance with GAAP and certified by an officer of the SPV, provided that in lieu of furnishing such financial statements of Arrow and its consolidated Subsidiaries, it may furnish to the Administrative Agent Arrow's Form 10-K filed with the Securities and Exchange Commission.

(ii) Quarterly Reporting. Within sixty (60) days after the close of the first three quarterly periods of each of the SPV's and Arrow's fiscal years, for (A) Arrow and its consolidated Subsidiaries, consolidated unaudited balance sheets as at the close of each such period and consolidated related statements of operations, shareholder's equity and cash flows for the period from the beginning of such fiscal year to the end of such quarter, all certified by its chief financial officer, and (B) unaudited financial statements of the SPV, to include balance sheets as of the end of such period and the related statements of operations, prepared in accordance with GAAP and certified by an officer of the SPV, provided that in lieu of furnishing such unaudited consolidated balance sheet of Arrow and its consolidated Subsidiaries, it may furnish to the Administrative Agent Arrow's Form 10-Q filed with the Securities and Exchange Commission.

(iii) Compliance Certificate. Together with the financial statements required hereunder, a compliance certificate signed by the SPV's or Arrow's, as applicable, chief financial officer stating that (A) the attached financial statements have been prepared in accordance with GAAP and accurately reflect the financial condition of the SPV or Arrow and its consolidated Subsidiaries as applicable and (B) to the best of such Person's knowledge, no Termination Event or Potential Termination Event exists, or if any Termination Event or Potential Termination Event exists, stating the nature and status thereof and showing the computation of, and showing compliance with, the financial ratio set forth in Section 8.1(o).

(iv) Shareholders Statements and Reports. Promptly upon the furnishing thereof to the shareholders of the SPV, Arrow or any Originator, copies of all financial statements, reports and proxy statements so furnished.

(v) SEC Filings. Promptly upon the filing thereof, copies of all registration statements and annual, quarterly, monthly or other regular reports which Arrow or any Subsidiary of Arrow files (or causes to be filed) with the Securities and Exchange Commission.

(vi) Notice of Termination Events or Potential Termination Events; Etc. (A) As soon as possible and in any event within two (2) Business Days after the SPV or the

Master Servicer obtains (or should have obtained) knowledge of each and any Termination Event or Potential Termination Event, a statement of the chief financial officer or chief accounting officer of the SPV setting forth details of such Termination Event or Potential Termination Event and the action which the SPV proposes to take with respect thereto, which information shall be updated promptly from time to time; (B) promptly after the SPV obtains knowledge thereof, notice of any litigation, investigation or proceeding that may exist at any time between the SPV and any Person that may result in a Material Adverse Effect or any litigation or proceeding relating to any Transaction Document; and (C) promptly after the occurrence thereof, notice of a Material Adverse Effect.

(vii) Change in Credit and Collection Policy and Debt Ratings. Within ten (10) Business Days after the date any material change in or amendment to the Credit and Collection Policy is made, a copy of such change in or amendment to the Credit and Collection Policy then in effect indicating such change or amendment. Within five (5) days after the date of any change in Arrow's public or private debt ratings, if any, a written certification of Arrow's public and private debt ratings after giving effect to any such change.

(viii) Credit and Collection Policy. Within ninety (90) days after the close of each of Arrow's and the SPV's fiscal years, a complete copy of the Credit and Collection Policy then in effect, if requested by the Administrative Agent.

(ix) ERISA. Promptly after the filing, giving or receiving thereof, copies of all reports and notices with respect to any Reportable Event pertaining to any Pension Plan and copies of any notice by any Person of its intent to terminate any Pension Plan or any notice received by any Person regarding withdrawal liability from any Multiemployer Plan, and promptly upon the occurrence thereof, written notice of any contribution failure with respect to any Pension Plan sufficient to give rise to a lien under Section 302(f) of ERISA.

(x) Change in Accountants or Accounting Policy. Promptly, notice of any change in the accountants or any material change in the accounting policy of either the SPV, Arrow or any Originator.

(xi) Modification of Systems. The Master Servicer agrees, promptly after the replacement or any material modification of any computer, automation or other operating systems (in respect of hardware or software) used to perform its services as Master Servicer or to make any calculations or report hereunder or otherwise relating to the Receivables, to give notice of any such replacement or modification to the Administrative Agent to the extent such replacement or material modification could be expected to have a Material Adverse Effect.

(xii) Litigation. As soon as possible, and in any event within ten Business Days of the Master Servicer's knowledge thereof, the Master Servicer shall give the

Administrative Agent and Funding Agents notice of (i) any litigation, investigation or proceedings against the SPV which may exist at any time, and (ii) any material adverse development in any such previously disclosed litigation. No notices, waivers or communications in respect of the matters disclosed pursuant to the preceding sentence shall be required except that the Master Servicer shall give the Administrative Agent and each Funding Agent prompt notice of any final court decisions, at the trial level or on appeal, whether favorable or adverse, and if any judgments are rendered against the Master Servicer in respect of such matters, the amount and terms of such judgment and provisions which the Master Servicer has made to pay such judgments.

(xiii) Other Information. Such other information (including non-financial information) as the Administrative Agent, any Funding Agent or any Investor may from time to time reasonably request with respect to any Originator or the SPV.

(b) Conduct of Business; Ownership. (i) Each of the SPV and the Master Servicer shall, and the Master Servicer shall cause each of its Subsidiaries to, carry on and conduct its business in substantially the same manner and in substantially the same fields of enterprise as it is presently conducted and do all things necessary to remain duly organized and validly existing as a domestic corporation in its jurisdiction of incorporation. The SPV shall at all times be a wholly-owned Subsidiary of Arrow.

(ii) Each of the SPV and the Master Servicer shall, and the Master Servicer shall cause each of its Subsidiaries to, do all things necessary to remain in good standing as a domestic corporation in its jurisdiction of incorporation and maintain all requisite authority to conduct its business in each jurisdiction in which its business is conducted.

(c) Compliance with Laws, Etc. Each of the SPV and the Master Servicer shall, and the Master Servicer shall cause each of its Subsidiaries to, comply with all Laws to which it or its respective properties may be subject and preserve and maintain its corporate existence, rights, franchises, qualifications and privileges except to the extent that the failure to comply therewith would not be expected to have a Material Adverse Effect or a material adverse effect on the condition (financial or otherwise), business or properties of Arrow and the other Originators, taken as a whole.

(d) Furnishing of Information and Inspection of Records. Each of the SPV and the Master Servicer shall furnish to the Administrative Agent from time to time such information with respect to the Affected Assets as the Administrative Agent may reasonably request, including listings identifying the Obligor and the Unpaid Balance for each Receivable. Each of the SPV and the Master Servicer shall, at any time and from time to time during regular business hours, as reasonably requested by the Administrative Agent, permit the Administrative Agent, any Funding Agent or any Investor, or their respective agents or representatives, (i) to examine and make copies of and take abstracts from all books, records and documents (including computer tapes and disks) relating to the Receivables or other Affected Assets, including the related Contracts and (ii) to visit the offices and properties of the SPV, the Originators or the Master Servicer, as applicable, for the purpose of examining such materials described in clause (i), and to discuss matters relating to the Affected Assets or the SPV's, the Originators' or the Master Servicer's performance hereunder, under the Contracts and under the other Transaction Documents to which such Person is a party with any of the officers, directors, employees or independent public accountants of the SPV, the Originators or the Master Servicer, as applicable, having knowledge of such matters.

(e) Keeping of Records and Books of Account. Each of the SPV and the Master Servicer shall maintain and implement administrative and operating procedures (including an ability to recreate records evidencing Receivables and related Contracts in the event of the destruction of the originals thereof), and keep and maintain, all documents, books, computer tapes, disks, records and other information reasonably necessary or advisable for the collection of all Receivables (including records adequate to permit the daily identification of each new Receivable and all Collections of and adjustments to each existing Receivable). Each of the SPV and the Master Servicer shall give the Administrative Agent and each Funding Agent prompt notice of any material change in its administrative and operating procedures referred to in the previous sentence.

(f) Performance and Compliance with Receivables and Contracts and Credit and Collection Policy. Each of the SPV and the Master Servicer shall, (i) at its own expense, timely and fully perform and comply with all material provisions, covenants and other promises required to be observed by it under the Contracts related to the Receivables; and (ii) timely and fully comply in all material respects with the Credit and Collection Policy in regard to each Receivable and the related Contract.

(g) Notice of Administrative Agent's Interest. In the event that the SPV or any Originator shall sell or otherwise transfer any interest in accounts receivable or any other financial assets (other than as contemplated by the Transaction Documents), any computer tapes or files or other documents or instruments which contain information with respect to the Receivables and which is provided by the Master Servicer in connection with any such sale or transfer shall disclose the SPV's ownership of the Receivables and the Administrative Agent's interest therein.

(h) Collections. Each of the SPV and the Master Servicer shall instruct all Obligors to cause all Collections to be deposited directly to a Blocked Account or to post office boxes to which only Blocked Account Banks have access and shall cause all items and amounts relating to such Collections received in such post office boxes to be removed and deposited into a Blocked Account on a daily basis.

(i) Collections Received. Each of the SPV and the Master Servicer shall hold in trust, and deposit, immediately, but in any event not later than one Business Day of its receipt thereof, to a Blocked Account or, if required by Section 2.9, to the Collection Account, all Collections received by it from time to time.

(j) Blocked Accounts. Each Blocked Account shall at all times be subject to a

Blocked Account Agreement.

(k) [RESERVED].

(l) Separate Business; Nonconsolidation. The SPV shall not (i) engage in any business not permitted by its articles of incorporation or by-laws as in effect on the Closing Date or (ii) conduct its business or act in any other manner which is inconsistent with Section 4.1(w). The officers and directors of the SPV (as appropriate) shall make decisions with respect to the business and daily operations of the SPV independent of and not dictated by Arrow or any other controlling Person.

(m) Corporate Documents. The SPV shall only amend, alter, change or repeal its articles of incorporation with the prior written consent of the Majority Investors.

(n) Change in Accountants or Accounting Policies. The Master Servicer shall promptly notify the Administrative Agent of any change in its accountants or any material change in its accounting policy.

(o) Ownership Interest, Etc. The SPV shall, at its expense, take all action necessary or desirable to establish and maintain a valid and enforceable ownership or security interest in the Receivables, the Related Security and proceeds with respect thereto, and a first priority perfected security interest in the Affected Assets, in each case free and clear of any Adverse Claim (other than that created or imposed by the Administrative Agent, any Funding Agent or any Investor), in favor of the Administrative Agent, on behalf of the Funding Agents, for the benefit of the Investors, including taking such action to perfect, protect or more fully evidence the interest of the Administrative Agent, as the Administrative Agent may reasonably request.

(p) Enforcement of First Tier Agreement. The SPV, on its own behalf and on behalf of the Administrative Agent, each Funding Agent and each Investor, shall promptly enforce all covenants and obligations of Arrow contained in the First Tier Agreement and shall cause the enforcement (to the extent of the SPV's rights under the First Tier Agreement) of all commitments and obligations of Arrow and the other Originators contained in the Originator Sale Agreements (it being agreed that the Administrative Agent, on behalf of the Funding Agents for the benefit of the Investors, shall be entitled to enforce such rights against Arrow if the SPV does not enforce such rights following notice from the Administrative Agent). The SPV shall deliver consents, approvals, directions, notices, waivers and take such other actions available to it as a party under the First Tier Agreement as may be directed by the Administrative Agent acting at the direction of the Majority Investors.

(q) Financial Covenant. The SPV shall maintain at all times a Tangible Net Worth greater than $1.00.

(r) Jabil/Branch WJ Receivables. Neither the SPV or the Master Servicer shall change, modify or amend, or consent to any change, modification or amendment by the Originator, of the manner in which Jabil/Branch WJ Receivables are identified in their respective accounts receivable reporting systems.

(s) Rating Confirmation. Upon written request of any Funding Agent(s), such Funding Agent shall (at such Funding Agent's expense (including reasonable legal expenses of the Master Servicer, up to $5,000) and with the reasonable cooperation of the Master Servicer), obtain a rating, in form satisfactory to the requesting Funding Agent, of the facility contemplated by this Agreement (the "External Rating") from S&P, Moody's, Fitch or another nationally-recognized rating agency reasonably acceptable to the requesting Funding Agent within sixty (60) days from the date of such written request, at least equal to the implied rating of "A" established by the Administrative Agent as of the Renewal Date (the "Implied Rating"). Except as set forth in the next succeeding paragraph or if any change in Law or any change in regulatory guidelines by any Official Body requires an additional External Rating, once the External Rating has been obtained, no Funding Agent may request another External Rating hereunder

If the External Rating is less than the Implied Rating, then the Master Servicer may effect a Ratings Cure (as defined below). The Master Servicer may effect only one such Ratings Cure prior to obtaining an External Rating that is equal to or better than the Implied Rating. A "Ratings Cure" means the satisfaction by the Master Servicer of each of the following conditions: (i) promptly following receipt of the External Rating, the Master Servicer notifies the Administrative Agent of its intention to effect a Ratings Cure, (ii) the Master Servicer takes, or causes the SPV to take, any actions permitted under this Agreement and the First Tier Agreement that Master Servicer reasonably believes would improve the rating of the facility contemplated by this Agreement and (iii) within thirty (30) days following receipt of the External Rating, obtains a new external rating of the facility contemplated by this Agreement from the rating agency that provided the External Rating (or, with the Administrative Agent's consent, from another nationally-recognized rating agency) and such new rating is at least equal to the Implied Rating.

SECTION 13.2. Negative Covenants of the SPV and Master Servicer. At all times from the date hereof to the Final Payout Date, unless the Majority Investors shall otherwise consent in writing:

(a) No Sales, Liens, Etc. (i) Except as otherwise contemplated herein and in the First Tier Agreement, neither the SPV nor the Master Servicer shall, nor shall either of them permit any of its respective Subsidiaries to, sell, assign (by operation of law or otherwise) or otherwise dispose of, or create or suffer to exist any Adverse Claim upon (or the filing of any financing statement) or with respect to (A) any of the Affected Assets, or (B) any inventory or goods, the sale of which may give rise to a Receivable, or assign any right to receive income in respect thereof and (ii) the SPV shall not issue any security to, or sell, transfer or otherwise dispose of any of its property or other assets (including the property sold to it by Arrow under Section 2.1 of the First Tier Agreement) to, any Person other than an Affiliate (which Affiliate is not a special purpose entity organized for the sole purpose of issuing asset backed securities) or except as otherwise expressly provided for in the Transaction Documents.

(b) No Extension or Amendment of Receivables. Except as otherwise permitted in Section 7.2, neither the SPV nor the Master Servicer shall extend, amend or otherwise modify the terms of any Receivable, or amend, modify or waive any term or condition of any Contract related thereto.

(c) No Change in Business or Credit and Collection Policy. Neither the SPV nor the Master Servicer shall make any change in the character of its business or in the Credit and Collection Policy, which change would, in either case, impair the collectibility of any Receivable or otherwise have a Material Adverse Effect.

(d) No Subsidiaries, Mergers, Etc. Neither the SPV nor the Master Servicer shall consolidate, amalgamate or merge with or into, or sell, lease or transfer all or substantially all of its assets to, any other Person, provided, however, the Master Servicer may merge with another Person if (i) the Master Servicer is the corporation surviving such merger and (ii) immediately after giving effect to such merger, no Termination Event or Potential Termination shall have occurred and be continuing. The SPV shall not form or create any Subsidiary.

(e) Change in Payment Instructions to Obligors. Neither the SPV nor the Master Servicer shall add or terminate any bank as a Blocked Account Bank or any account as a Blocked Account to or from those listed in Schedule 4.1(s) or make any change in its instructions to Obligors regarding payments to be made to any Blocked Account, unless (i) such instructions are to deposit such payments to another existing Blocked Account or to the Collection Account or (ii) the Administrative Agent shall have received written notice of such addition, termination or change at least ten (10) days prior thereto and the Administrative Agent shall have received a Blocked Account Agreement executed by each new Blocked Account Bank or an existing Blocked Account Bank with respect to each new Blocked Account, as applicable.

(f) Deposits to Lock-Box Accounts. Neither the SPV nor the Master Servicer shall (and Arrow shall cause each other Originator not to) deposit or otherwise credit, or cause to be so deposited or credited, to any Blocked Account or the Collection Account cash or cash proceeds other than Collections (except for amounts deposited in respect of HP Receivables which are not HP Purchased Receivables) or permit to be so deposited or credited any such cash or cash proceeds to the Blocked Account or the Collection Account, unless such cash or cash proceeds are withdrawn from the applicable Blocked Account or Collection Account within one Business Day of such cash or cash proceeds becoming available for transfer therefrom.”

(g) Change of Name, Etc. The SPV shall not change its name, identity or structure (including a merger) or the location of its chief executive office or any other change which could render any UCC financing statement filed in connection with this Agreement or any other Transaction Document to become “seriously misleading” under the UCC, unless at least thirty (30) days prior to the effective date of any such change the SPV delivers to the Administrative Agent (i) such documents, instruments or agreements, executed by the SPV as are necessary to reflect such change and to continue the perfection of the Administrative Agent’s ownership interests or security interests in the Affected Assets and (ii) new or revised Blocked Account Agreements executed by the Blocked Account Banks which reflect such change and enable the Administrative Agent to continue to exercise its rights contained in Section 7.3.

(h) Amendment to First Tier Agreement. The SPV shall not amend, modify, or supplement the First Tier Agreement or waive any provision thereof or permit an amendment, modification or supplementing of the Originator Sale Agreements (to the extent of the SPV's rights under the First Tier Agreement with respect thereto), in each case except with the prior written consent of the Administrative Agent acting at the direction of the Majority Investors; nor shall the SPV take, or permit Arrow to take (to the extent of the SPV's rights under the First Tier Agreement), any other action under the First Tier Agreement or the Originator Sale Agreements that could have a Material Adverse Effect on the Administrative Agent, any Funding Agent or any Investor or which is inconsistent with the terms of this Agreement.

(i) Other Debt. Except as provided herein, the SPV shall not create, incur, assume or suffer to exist any indebtedness whether current or funded, or any other liability other than (i) indebtedness of the SPV representing fees, expenses and indemnities arising hereunder or under the First Tier Agreement for the purchase price of the Receivables and other Affected Assets under the First Tier Agreement, and (ii) other indebtedness incurred in the ordinary course of its business in an amount not to exceed $9,500 at any time outstanding.

(j) Payment to Arrow. The SPV shall not (i) acquire any Receivable other than through, under, and pursuant to the terms of, the First Tier Agreement or (ii) pay for the acquisition of any such Receivable other than by (in each case in accordance with the First Tier Agreement): (x) the SPV making a cash payment to Arrow from available cash; (y) the SPV making a payment to Arrow from the proceeds of a subordinated loan made by Arrow to the SPV, evidenced by one or more subordinated promissory notes or (z) at the election of Arrow, treating a portion or all of the purchase price of such Receivable as a contribution to the capital of the SPV.

(k) Restricted Payments. The SPV shall not (A) purchase or redeem any shares of its capital stock, (B) prepay, purchase or redeem any Indebtedness, (C) lend or advance any funds or (D) repay any loans or advances to, for or from any of its Affiliates (the amounts described in clauses (A) through (D) being referred to as "Restricted Payments"), except that the SPV may (1) make Restricted Payments out of funds received pursuant to Section 2.2 and (2) may make other Restricted Payments (including the payment of dividends) if, after giving effect thereto, no Termination Event or Potential Termination Event shall have occurred and be continuing.

ARTICLE XIV

ADMINISTRATION AND COLLECTIONS

SECTION 14.1. Appointment of Master Servicer.

(a) The servicing, administering and collection of the Receivables shall be conducted by the Person (the "Master Servicer") so designated from time to time as Master Servicer in accordance with this Section 7.1. Each of the SPV, the Administrative Agent, the Funding Agents and the Investors hereby appoints as its agent the Master Servicer, from time to time designated pursuant to this Section 7.1, to enforce its respective rights and interests in and under the Affected Assets. To the extent permitted by applicable law, each of the SPV and Arrow (to the extent not then acting as Master Servicer hereunder) hereby grants to any Master Servicer appointed hereunder an irrevocable power of attorney to take any and all steps in the SPV's and/or Arrow's name and on behalf of the SPV or Arrow as necessary or desirable, in the reasonable determination of the Master Servicer, to collect all amounts due under any and all Receivables, including endorsing the SPV's and/or Arrow's name on checks and other instruments representing Collections and enforcing such Receivables and the related Contracts and to take all such other actions set forth in this Article VII. Until the Administrative Agent gives notice to Arrow (in accordance with this Section 7.1) of the designation of a new Master Servicer, Arrow is hereby designated as, and hereby agrees to perform the duties and obligations of, the Master Servicer pursuant to the terms hereof. Upon the occurrence of a Termination Event or a Potential Termination Event (which Potential Termination Event is not capable of being cured), the Administrative Agent may (with the consent of the Majority Investors), and upon the direction of the Majority Investors shall, designate as Master Servicer any Person (including itself) to succeed Arrow or any successor Master Servicer, on the condition in each case that any such Person so designated shall agree to perform the duties and obligations of the Master Servicer pursuant to the terms hereof.

(b) Upon the designation of a successor Master Servicer as set forth above, Arrow agrees that it will terminate its activities as Master Servicer hereunder in a manner which the Administrative Agent determines will facilitate the transition of the performance of such activities to the new Master Servicer, and Arrow shall cooperate with and assist such new Master Servicer. Such cooperation shall include access to and transfer of records and use by the new Master Servicer of all records, licenses, hardware or software necessary or reasonably desirable to collect the Receivables and the Related Security.

(c) Arrow acknowledges that each of the SPV, the Administrative Agent, the Funding Agents and the Investors have relied on Arrow's agreement to act as Master Servicer hereunder in making their decision to execute and deliver this Agreement. Accordingly, Arrow agrees that it will not voluntarily resign as Master Servicer.

(d) The Master Servicer may delegate its duties and obligations hereunder to any subservicer (each, a "Sub-Servicer"); provided that, in each such delegation, (i) such Sub-Servicer shall agree in writing to perform the duties and obligations of the Master Servicer pursuant to the terms hereof, (ii) the Master Servicer shall remain primarily liable to the SPV, the Administrative Agent, the Funding Agents and the Investors for the performance of the duties and obligations so delegated, (iii) the SPV, the Administrative Agent, the Funding Agents, the Investors and each Originator shall have the right to look solely to the Master Servicer for performance and (iv) the terms of any agreement with any Sub-Servicer shall provide that the Administrative Agent may terminate such agreement upon the termination of the Master Servicer hereunder by giving notice of its desire to terminate such agreement to the Master Servicer (and the Master Servicer shall provide appropriate notice to such Sub-Servicer).

(e) Arrow hereby irrevocably agrees that if at any time it shall cease to be the Master Servicer hereunder, it shall act (if the then current Master Servicer so requests) as the data-processing agent of the Master Servicer and, in such capacity, Arrow shall conduct, for a reasonable fee as may be agreed between Arrow and the Administrative Agent, the data-processing functions of the administration of the Receivables and the Collections thereon in substantially the same way that Arrow conducted such data-processing functions while it acted as the Master Servicer.

SECTION 14.2. Duties of Master Servicer. (a) The Master Servicer shall take or cause to be taken all such action as may be necessary or advisable to collect each Receivable from time to time, all in accordance with this Agreement and all applicable Law, with reasonable care and diligence, and in accordance with the Credit and Collection Policy. The Master Servicer shall set aside (and, if applicable, segregate) and hold in trust for the account of the SPV, the Administrative Agent, the Funding Agents and the Investors the amount of the Collections to which each is entitled in accordance with Article II. So long as no Termination Event or Potential Termination Event shall have occurred and is continuing, the Master Servicer may, in accordance with the Credit and Collection Policy, extend the maturity of any Receivable (but not beyond ten (10) days) and extend the maturity or adjust the Unpaid Balance of any Defaulted Receivable as the Master Servicer may determine to be appropriate to maximize Collections thereof; provided, however, that (i) such extension or adjustment shall not alter the status of such Receivable as a Defaulted Receivable or limit the rights of the SPV, the Investors, the Funding Agents or the Administrative Agent under this Agreement and (ii) if a Termination Event or Potential Termination Event has occurred and Arrow is still acting as Master Servicer, Arrow may make such extension or adjustment only upon the prior written approval of the Administrative Agent. The SPV shall deliver to the Master Servicer and the Master Servicer shall hold in trust for the SPV and the Administrative Agent, for the benefit of the Funding Agents on behalf of the Investors, in accordance with their respective interests, all Records which evidence or relate to any Affected Asset. Notwithstanding anything to the contrary contained herein, the Administrative Agent shall have the right in its reasonable discretion to direct the Master Servicer (whether Arrow, any other Originator or any other Person is the Master Servicer) to commence or settle any legal action to enforce collection of any Receivable or to foreclose upon or repossess any Affected Asset provided, however, that upon the occurrence of a Termination Event or Potential Termination Event (which Potential Termination Event is not capable of being cured), the Administrative Agent shall have the absolute and unlimited right to so direct the Master Servicer. The Master Servicer shall not make the Administrative Agent, any Funding Agent or any Investor a party to any litigation without the prior written consent of such Person. At any time when a Termination Event or Potential Termination Event (which Potential Termination Event is not capable of being cured) exists, the Administrative Agent may notify any Obligor of its interest in the Receivables and the other Affected Assets.

(b) The Master Servicer shall, as soon as practicable following receipt thereof, turn over to the SPV all collections from any Person of indebtedness of such Person which are not on account of a Receivable. Notwithstanding anything to the contrary contained in this Article VII, the Master Servicer, if not the SPV, Arrow, any Affiliate of the SPV, or Arrow, shall have no obligation to collect, enforce or take any other action described in this Article VII with respect to any indebtedness that is not included in the Asset Interest other than to deliver to the SPV the Collections and documents with respect to any such indebtedness as described above in this Section 7.2(b).

(c) The Funding Agents may engage twice during any twelve-month period, commencing October 27, 2010, at the Master Servicer's sole expense, the services of a specialty audit firm or a firm of independent public accountants that is acceptable to the Funding Agents, to furnish an agreed-upon procedures report to the Funding Agents substantially in compliance with the procedures set forth in Schedule V or any additional procedures as the Funding Agents reasonably deem appropriate; provided that, if the senior unsecured debt of Arrow is rated below BBB- or Baa3 by S&P or Moody's, respectively, the Funding Agents retain the right to request such reports on a reasonable, more frequent basis, at the Master Servicer's sole expense. An audit report of such firm shall be delivered to the Funding Agents not later than March 31 of each calendar year and at such other times as may be specified by the Administrative Agent; provided, however, that for the calendar year 2011 the audit report shall be delivered no later than May 31.

(d) Any payment by an Obligor in respect of any indebtedness owed by it to an Originator shall, except as otherwise specified by such Obligor, required by contract or law or clearly indicated by facts or circumstances (including by way of example an equivalence of a payment and the amount of a particular invoice) after due investigation in accordance with such Originator's Credit and Collection Policy, and unless otherwise instructed by the Administrative Agent, upon the occurrence of a Termination Date, be applied as a Collection of any Receivable of such Obligor (starting with the oldest such Receivable) to the extent of any amounts then due and payable thereunder before being applied to any other receivable or other indebtedness of such Obligor.

SECTION 14.3. Blocked Account Arrangements. Prior to the initial Investment hereunder, the SPV, Arrow and each other Originator shall enter into Blocked Account Agreements with all of the Blocked Account Banks, and deliver original counterparts thereof to the Administrative Agent. Upon the occurrence of a Termination Event or a Potential Termination Event (which Potential Termination Event is not capable of being cured), the Administrative Agent may at any time thereafter give notice to each Blocked Account Bank that the Administrative Agent is exercising its rights under the Blocked Account Agreements to do any or all of the following: (i) to have the exclusive ownership and control of the Blocked Account Accounts transferred to the Administrative Agent and to exercise exclusive dominion and control over the funds deposited therein, (ii) to have the proceeds that are sent to the respective Blocked Accounts be redirected pursuant to its instructions rather than deposited in the applicable Blocked Account, and (iii) to take any or all other actions permitted under the applicable Blocked Account Agreement. Arrow hereby agrees that if the Administrative Agent, at any time, takes any action set forth in the preceding sentence, the Administrative Agent shall have exclusive control of the proceeds (including Collections) of all Receivables and Arrow hereby further agrees to take any other action that the Administrative Agent may reasonably request to transfer such control. Any proceeds of Receivables received by Arrow, as Master Servicer or otherwise, thereafter shall be sent immediately to the Administrative Agent. The parties hereto hereby acknowledge that if at any time the Administrative Agent takes control of any Blocked Account, the Administrative Agent shall not have any rights to the funds therein in excess of the unpaid amounts due to SPV, the Administrative Agent and the Investors or any other Person hereunder and the Administrative Agent shall distribute or cause to be distributed such funds in accordance with Section 7.2(b) (including the proviso thereto) and Article II (in each case as if such funds were held by the Master Servicer thereunder); provided, however, that the Administrative Agent shall not be under any obligation to remit any such funds to the SPV, Arrow or any other Person unless and until the Administrative Agent has received from such Person evidence satisfactory to the Administrative Agent that the Originator or such Person is entitled to such funds hereunder and under applicable Law.

SECTION 14.4. Enforcement Rights After Designation of New Master Servicer. (a) At any time following the occurrence of a Termination Event or a Potential Termination Event (which Potential Termination Event is not capable of being cured):

(i) the Administrative Agent may, and upon the direction of the Majority Investors shall, direct the Obligors that payment of all amounts payable under any Receivable be made directly to the Administrative Agent or its designee;

(ii) the SPV shall, at the Administrative Agent's request (which request shall be made at the direction of the Majority Investors or in the Administrative Agent's sole discretion) and at the SPV's expense, give notice of the Administrative Agent's, the SPV's, and/or the Investors' ownership of the Receivables and (in the case of the Administrative Agent) interest in the Asset Interest to each Obligor and direct that payments be made directly to the Administrative Agent or its designee, except that if the SPV fails to so notify each Obligor, the Administrative Agent may so notify the Obligors; and

(iii) the SPV shall, at the Administrative Agent's request (which request shall be made at the direction of the Majority Investors or in the Administrative Agent's sole discretion), (A) assemble all of the Records and shall make the same available to the Administrative Agent or its designee at a place selected by the Administrative Agent or its designee, and (B) segregate all cash, checks and other instruments received by it from time to time constituting Collections of Receivables in a manner acceptable to the Administrative Agent and shall, promptly upon receipt, remit all such cash, checks and instruments, duly endorsed or with duly executed instruments of transfer, to the Administrative Agent or its designee.

(b) The SPV and Arrow hereby authorizes the Administrative Agent, and irrevocably appoints the Administrative Agent as its attorney-in-fact with full power of substitution and with full authority in the place and stead of the SPV or Arrow, as applicable, which appointment is coupled with an interest, to take any and all steps in the name of the SPV or Arrow, as applicable, and on behalf of the SPV or Arrow, as applicable, necessary or desirable, in the determination of the Administrative Agent, to collect any and all amounts or portions thereof due under any and all Receivables or Related Security, including endorsing the name of Arrow on checks and other instruments representing Collections and enforcing such Receivables, Related Security and the related Contracts. Notwithstanding anything to the contrary contained in this subsection (b), none of the powers conferred upon such attorney-in-fact pursuant to the immediately preceding sentence shall subject such attorney-in-fact to any liability if any action taken by it shall prove to be inadequate or invalid, nor shall they confer any obligations upon such attorney-in-fact in any manner whatsoever.

SECTION 14.5. Master Servicer Default. The occurrence of any one or more of the following events shall constitute a "Master Servicer Default":

(a) The Master Servicer (i) shall fail to make any payment or deposit required to be made by it hereunder within one (1) Business Day of when due or the Master Servicer shall fail to observe or perform any term, covenant or agreement on the Master Servicer's part to be performed under Sections 6.1(b)(i) (conduct of business, ownership), 6.1(f) (compliance with receivables and credit and collection policy), 6.1(h) (obligor payments), 6.1(i) (handling collections), 6.2(a) (no sales or liens), 6.2(c) (no change in business or policy), 6.2(d) (no subsidiaries, mergers), 6.2(e) (no change in obligor payments), or 6.2(f) (no change in handling collections) (any of the preceding parenthetical phrases in this clause (i) are for purposes of reference only and shall not otherwise affect the meaning or interpretation of any provision hereof), or (ii) shall fail to observe or perform any other term, covenant or agreement to be observed or performed by it under Sections 2.8, 2.9, 2.12 or 2.15, or (iii) shall fail to observe or perform any other term, covenant or agreement hereunder or under any of the other Transaction Documents to which such Person is a party or by which such Person is bound, and such failure shall remain unremedied for twenty (20) days; or

(b) any representation, warranty, certification or statement made by the Master Servicer in this Agreement, the First Tier Agreement, the Originator Sale Agreements or in any of the other Transaction Documents or in any certificate or report delivered by it pursuant to any of the foregoing shall prove to have been incorrect in any material respect when made or deemed made; or

(c) failure of the Master Servicer or any of its Subsidiaries (other than the SPV) to pay when due (after giving effect to any applicable grace period) any amounts due under any agreement under which any Indebtedness greater than $50,000,000 (or its equivalent in any other currency) is governed; or the default by the Master Servicer or any of its Subsidiaries in the performance of any term, provision or condition contained in any agreement under which any Indebtedness greater than $50,000,000 (or its equivalent in any other currency) was created or is governed, regardless of whether such event is an "event of default" or "default" under any such agreement if the effect of such default is to cause, or permit the holder(s) or any trustee or agent on behalf of holder(s) of such Indebtedness to cause such Indebtedness to become due and payable or required to become prepaid (other than by a regularly scheduled payment) prior to the scheduled date of maturity thereof; or

(d) any Event of Bankruptcy shall occur with respect to the Master Servicer or any of its Significant Subsidiaries; or

(e) there shall have occurred an event which, materially and adversely affects the Master Servicer's ability to either collect the Receivables or to perform its obligations as Master Servicer under this Agreement.

SECTION 14.6. Servicing Fee. The Master Servicer shall be paid a Servicing Fee in accordance with Section 2.12 and subject to the priorities therein. If the Master Servicer is not the SPV or Arrow or an Affiliate of the SPV or Arrow, the Master Servicer, by giving three (3) Business Days' prior written notice to the Administrative Agent, may revise the percentage used to calculate the Servicing Fee so long as the revised percentage will not result in a Servicing Fee that exceeds 110% of the reasonable and appropriate out-of-pocket costs and expenses of such Master Servicer incurred in connection with the performance of its obligations hereunder as documented to the reasonable satisfaction of the Administrative Agent; provided, however, that at any time after the Net Investment, plus Required Reserves exceeds the Net Pool Balance, any compensation to the Master Servicer in excess of the Servicing Fee initially provided for herein shall be an obligation of the SPV and shall not be payable, in whole or in part, from Collections allocated to the Investors.

SECTION 14.7. Protection of Ownership Interest of the Investors. Each of Arrow and the SPV agrees that it shall, and Arrow shall cause each other Originator, from time to time, at its expense to, promptly execute and deliver all instruments and documents and take all actions as may be necessary or as the Administrative Agent may reasonably request in order to perfect or protect the Asset Interest or to enable the Administrative Agent, the Funding Agents or the Investors to exercise or enforce any of their respective rights hereunder. Without limiting the foregoing, each of Arrow and the SPV shall, and Arrow shall cause each other Originator to, upon the request of the Administrative Agent, acting at the written direction of any Funding Agent or Investor, in order to accurately reflect this purchase and sale transaction, (i) execute and file such financing or continuation statements or change statements or amendments thereto or any registrations, instruments or notices or assignments thereof (as otherwise permitted to be executed and filed pursuant hereto) as may be requested by the Administrative Agent, at the direction of any Funding Agent or Investor, and (ii) mark its respective master data processing records and other documents with a legend describing the conveyance to the to the Administrative Agent, on behalf of the Funding Agents for the benefit of the Investors, of the Asset Interest. Each of Arrow and the SPV shall, and Arrow shall cause each other Originator to, upon the reasonable request of the Administrative Agent, at the direction of any Funding Agent or Investor, obtain such additional search reports as the Administrative Agent at the direction of any Funding Agent or Investor shall request. To the fullest extent permitted by applicable law, the Administrative Agent shall be permitted to sign and file continuation statements and amendments thereto and assignments thereof without the SPV's or Arrow's signature. Carbon, photographic or other reproduction of this Agreement or any financing statement shall be sufficient as a financing statement. Neither Arrow nor the SPV shall, nor shall

Arrow permit any Originator to, change its respective name, identity or corporate structure which could cause any UCC financing statement filed in connection with this Agreement to become "seriously misleading" (within the meaning of Section 9-402(7) of the UCC as in effect in the States of New York, Colorado, Minnesota, Georgia and Indiana, as applicable, with respect to each such entity) nor relocate its respective chief executive office unless it shall have: (A) given the Administrative Agent at least thirty (30) days prior notice thereof and (B) prepared at the SPV's expense and delivered to the Administrative Agent all financing statements, instruments and other documents necessary to preserve and protect the Asset Interest as requested by the Administrative Agent in connection with such change or relocation. Any filings under the UCC or otherwise that are occasioned by such change in name or location shall be made at the expense of the SPV.

ARTICLE XV

TERMINATION EVENTS

SECTION 15.1. Termination Events. The occurrence of any one or more of the following events shall constitute a "Termination Event":

(a) the SPV, Arrow, any Originator or the Master Servicer shall fail to make any payment or deposit to be made by it hereunder, under the First Tier Agreement or under any Originator Sale Agreement within one Business Day of when due hereunder or thereunder; or

(b) any representation, warranty, certification or statement made or deemed made by the SPV, Arrow or any Originator in this Agreement, any other Transaction Document to which it is a party or in any other information, report or document delivered pursuant hereto or thereto shall prove to have been incorrect in any material respect when made or deemed made or delivered; or

(c) the SPV, Arrow, any Originator or the Master Servicer shall default in the performance of any payment or undertaking (other than those covered by clause (a) above) (i) to be performed or observed under Sections 6.1(a)(vi) (notice of termination), 6.1(a)(vii) (notice of changes to credit and collection policy), 6.1(b)(i) (conduct of business, ownership), 6.1(f) (compliance with receivables and credit and collection policy), 6.1(g) (notice of Administrative Agent's interest), 6.1(h) (obligor payments), 6.1(i) (handling collections), 6.1(k) (sale treatment), 6.1(l) (nonconsolidation), 6.1(q) (financial covenant), 6.2(a) (no sales or liens), 6.2(c) (no change in business or policy), 6.2(d) (no subsidiaries, mergers), 6.2(e) (no change in obligor payments), 6.2(f) (no change in handling collections), 6.2(g) (no name change), 6.2(h) (no amendment), 6.2(i) (no debt), 6.2(j) (payment to originator) (any of the preceding parenthetical phrases in this clause (i) are for purposes of reference only and shall not otherwise affect the meaning or interpretation of any provision hereof) or (ii) to be performed or observed under any other provision of this Agreement or any provision of any other Transaction Document to which it is a party and such default in the case of this clause (ii) shall continue for twenty (20) days; or

(d) any Event of Bankruptcy shall occur with respect to the SPV, Arrow or any

Significant Subsidiary of Arrow or any Subsidiary of the SPV; or

(e) the Administrative Agent, on behalf of the Funding Agents for the benefit of the Investors, shall for any reason fail or cease to have a valid and enforceable perfected first priority ownership or security interest in the Affected Assets, free and clear of any Adverse Claim; or

(f) a Master Servicer Default shall have occurred; or

(g) on any date, the sum of the Net Investment (as determined after giving effect to all distributions pursuant to this Agreement on such date), plus the Required Reserves shall exceed the Net Pool Balance (as such Required Reserves and Net Pool Balance are shown in the most recent Master Servicer Report delivered on or prior to such date); or

(h) the average Default Ratio for any period of three (3) consecutive months exceeds 6.0%; or

(i) the average Dilution Ratio for any period of three (3) consecutive months exceeds 11%; or

(j) failure of the SPV, Arrow or any Subsidiary of the SPV or Arrow to pay when due any amounts due (after giving effect to any applicable grace period) under any agreement to which any such Person is a party and under which any Indebtedness greater than $5,000 in the case of the SPV or any Subsidiary of the SPV, or $50,000,000 (or its equivalent in any other currency), in the case of Arrow or any Subsidiary of Arrow (other than the SPV) is governed; or the default by the SPV, Arrow or any Subsidiary of the SPV or Arrow in the performance of any term, provision or condition contained in any agreement to which any such Person is a party and under which any Indebtedness owing by the SPV, Arrow or any Subsidiary of the SPV or Arrow greater than such respective amounts was created or is governed, regardless of whether such event is an “event of default” or “default” under any such agreement if the effect of such default is to cause, or to permit the holder(s) or any trustee or agent acting on behalf of holder(s) of such Indebtedness to cause such Indebtedness to become due and payable prior to its stated maturity; or

(k) there shall be a “change of control” with respect to Arrow, an Originator or the SPV (for the purposes of this clause only “change in control” means:

(i) the failure of Arrow to own, free and clear of any Adverse Claim and on a fully diluted basis, 100% of the outstanding shares of voting stock of the SPV or more than 50% of the outstanding shares of the voting stock any Originator (other than Arrow), or

(ii) (1) less than a majority of the members of Arrow’s board of directors shall be persons who either (x) were serving as directors on the Closing Date or (y) were nominated as directors and approved by the vote of the majority of the directors who are directors referred to in clause (x) above or this clause (y);

or

(2) the stockholders of Arrow shall approve any plan or proposal for the liquidation or dissolution of Arrow; or

(iii) a Person or group of Persons acting in concert (other than the direct or indirect beneficial owners of the outstanding shares of the voting stock of Arrow as of the Closing Date) shall, as a result of a tender or exchange offer, open market purchases, privately negotiated purchases or otherwise, have become the direct or indirect beneficial owner (within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934, as amended from time to time) of securities of Arrow representing 40% or more of the combined voting power of the outstanding voting securities for the election of directors or shall have the right to elect a majority of the board of directors of Arrow.

(l) any Person shall institute steps to terminate any Pension Plan if the assets of such Pension Plan will not be sufficient to satisfy all of its benefit liabilities (as determined under Title IV of ERISA) at the time of such termination, or a contribution failure occurs with respect to any Pension Plan which is sufficient to give rise to a lien under Section 302(f) of ERISA, or any Person shall incur any liability with respect to the withdrawal or partial withdrawal from any Pension Plan or Multiemployer Plan, which in each case could be reasonably expected to cause a Material Adverse Effect or a material adverse effect on the condition (financial or otherwise), business or properties of Arrow or the other Originators, taken as a whole; or

(m) any material provision of this Agreement or any other Transaction Document to which an Originator, Arrow or the SPV is a party shall cease to be in full force and effect or an Originator, Arrow or the SPV shall so state in writing; or

(n) the Consolidated Leverage Ratio on any day during any fiscal quarter exceeds 4.00 to 1.00; or

(o) the Consolidated Interest Coverage Ratio for any period of four consecutive fiscal quarters of Arrow is less than 3.00 to 1.00; or

(p) the SPV shall cease making purchases under the First Tier Agreement or the First Tier Agreement shall be terminated for any reason; or

(q) the Administrative Agent on behalf of the Funding Agents for the benefit of the Investors shall not have received within 60 days of the Closing Date favorable opinions of counsel to Support Net, Inc. and SBM covering the matters set forth in Exhibit I-4, in form and substance satisfactory to the Administrative Agent, the Administrative Agent's counsel and each Funding Agent; or

(r) the Master Servicer shall fail to comply with its obligations under Section

6.1(s).

SECTION 15.2. Termination. Upon the occurrence of any Termination Event, the Administrative Agent may (unless otherwise instructed by all the Investors), or at the direction of any Investor shall, by notice to the SPV and the Master Servicer, declare the Termination Date to have occurred; provided, however, that in the case of any event described in Section 8.1(d) or 8.1(e), the Termination Date shall be deemed to have occurred automatically upon the occurrence of such event. Upon any such declaration or automatic occurrence, the Administrative Agent shall have, in addition to all other rights and remedies under this Agreement or otherwise, all other rights and remedies provided under the UCC of the applicable jurisdiction and other applicable laws, all of which rights shall be cumulative.

ARTICLE XVI

INDEMNIFICATION; EXPENSES; RELATED MATTERS

SECTION 16.1. Indemnities by the SPV. Without limiting any other rights which the Indemnified Parties may have hereunder or under applicable Law, the SPV hereby agrees to indemnify the Investors, each Funding Agent, the Administrative Agent, the Administrator, the Program Support Providers and their respective officers, directors, employees, counsel and other agents (collectively, "Indemnified Parties") from and against any and all damages, losses, claims, liabilities, costs and expenses, including reasonable attorneys' fees (which such attorneys may be employees of the Program Support Providers, the Funding Agents or the Administrative Agent, as applicable) and disbursements (all of the foregoing being collectively referred to as "Indemnified Amounts") awarded against or incurred by any of them in any action or proceeding between the SPV, Arrow or an Originator (including, in its capacity as the Master Servicer or any Affiliate of Arrow acting as Master Servicer) and any of the Indemnified Parties or between any of the Indemnified Parties and any third party or otherwise arising out of or as a result of this Agreement, the other Transaction Documents, the ownership or maintenance, either directly or indirectly, by the Administrative Agent, any Funding Agent or any Investor of the Asset Interest or any of the other transactions contemplated hereby or thereby, excluding, however, (i) Indemnified Amounts to the extent resulting from gross negligence or willful misconduct on the part of such Indemnified Party, (ii) recourse (except as otherwise specifically provided in this Agreement) for uncollectible Receivables or (iii) any expenses, costs or related amounts (including attorneys' fees) incurred by an Indemnified Party with respect to any action or proceeding to the extent the SPV, Arrow, and/or an Originator shall be the prevailing party against such Indemnified Party. Without limiting the generality of the foregoing, the SPV shall indemnify each Indemnified Party for Indemnified Amounts relating to or resulting from:

(a) any representation or warranty made by the SPV or any Originator (including, Arrow or any of its Affiliates in the capacity as the Master Servicer) or any officers of the SPV or Arrow or any other Originator (including, in its capacity as the Master Servicer or any Affiliate of an Originator acting as Master Servicer) under or in connection with this Agreement, the First Tier

Agreement, any Originator Sale Agreement any of the other Transaction Documents, any Master Servicer Report or any other information or report delivered by the SPV or the Master Servicer pursuant hereto, or pursuant to any of the other Transaction Documents which shall have been incomplete, false or incorrect in any respect when made or deemed made;

(b) the failure by the SPV or any Originator (including Arrow, in its capacity as the Master Servicer or any Affiliate of Arrow acting as a Sub-Servicer) to comply with any applicable Law with respect to any Receivable or the related Contract, or the nonconformity of any Receivable or the related Contract with any such applicable Law;

(c) the failure (i) to vest and maintain vested in the Administrative Agent, for the benefit of the Funding Agents, on behalf of the Investors, a first priority, perfected ownership interest in the Asset Interest free and clear of any Adverse Claim or (ii) to create or maintain a valid and perfected first priority security interest in favor of the Administrative Agent, for the benefit of the Funding Agents, on behalf of the Investors, in the Affected Assets, free and clear of any Adverse Claim;

(d) the failure to file, or any delay in filing, financing statements, continuation statements, or other similar instruments or documents under the UCC of any applicable jurisdiction or other applicable laws with respect to any of the Affected Assets;

(e) any dispute, claim, offset or defense (other than discharge in bankruptcy) of the Obligor to the payment of any Receivable (including a defense based on such Receivable or the related Contract not being the legal, valid and binding obligation of such Obligor enforceable against it in accordance with its terms), or any other claim resulting from the sale of merchandise or services related to such Receivable or the furnishing or failure to furnish such merchandise or services, or from any breach or alleged breach of any provision of the Receivables or the related Contracts restricting assignment of any Receivables;

(f) any failure of the Master Servicer to perform its duties or obligations in accordance with the provisions hereof;

(g) any products liability claim or personal injury or property damage suit or other similar or related claim or action of whatever sort arising out of or in connection with merchandise or services which are the subject of any Receivable;

(h) the transfer of an interest in any Receivable other than an Eligible Receivable;

(i) the failure by the SPV, any Originator or the Master Servicer to comply with any term, provision or covenant contained in this Agreement or any of the other Transaction Documents to which it is a party or to perform any of its respective duties or obligations under the Receivables or related Contracts;

(j) the Net Investment exceeding the Net Pool Balance, minus the Required

Reserves at any time;

(k) the failure of the SPV, Arrow or any Originator to pay when due any taxes, including sales, excise, goods and services, or personal property taxes payable by such Person in connection with any of the Receivables or this Agreement;

(l) any repayment by any Indemnified Party of any amount previously distributed in reduction of Net Investment which such Indemnified Party believes in good faith is required to be made;

(m) the commingling by the SPV, any Originator or the Master Servicer of Collections of Receivables at any time with any other funds, including funds in respect of HP Receivables at any time when such HP Receivables are not Receivables hereunder;

(n) any investigation, litigation or proceeding related to this Agreement, any of the other Transaction Documents, the use of proceeds of Investments by the SPV or any Originator, the ownership of the Asset Interest, or any Affected Asset;

(o) failure of any Blocked Account Bank to remit any amounts held in the Blocked Accounts or any related lock-boxes pursuant to the instructions of the Master Servicer, the SPV, the related Originator or the Administrative Agent (to the extent such Person is entitled to give such instructions in accordance with the terms hereof and of any applicable Blocked Account Agreement) whether by reason of the exercise of set-off rights or otherwise;

(p) any inability to obtain any judgment in or utilize the court or other adjudication system of, any state in which an Obligor may be located as a result of the failure of the SPV or any Originator to qualify to do business or file any notice of business activity report or any similar report;

(q) any attempt by any Person to void, rescind or set-aside any transfer by any Originator to Arrow or Arrow to the SPV of any Receivable or Related Security under statutory provisions or common law or equitable action, including any provision of the Bankruptcy Code or other insolvency law;

(r) any action taken by the SPV, any Originator, or the Master Servicer (if any Originator or any Affiliate or designee of an Originator) in the enforcement or collection of any Receivable;

(s) the use of the proceeds of any Investment or Reinvestment; or

(t) the transactions contemplated hereby being characterized as other than debt for the purposes of the Code.

SECTION 16.2. Indemnity for Taxes, Reserves and Expenses. (a) If after the Closing Date, the adoption of any Law or bank regulatory guideline or any amendment or change in the administration, interpretation or application of any existing or future Law or bank regulatory guideline by any Official Body charged with the administration, interpretation or application thereof, or the compliance with any law, bank regulatory guideline or directive of any Official Body (in the case of any bank regulatory guideline, whether or not having the force of Law):

(i) shall subject any Indemnified Party (or its applicable lending office) to any tax, duty or other charge (other than Excluded Taxes) with respect to this Agreement, the other Transaction Documents, the ownership, maintenance or financing of the Asset Interest, or payments of amounts due hereunder, or shall change the basis of taxation of payments to any Indemnified Party of amounts payable in respect of this Agreement, the other Transaction Documents, the ownership, maintenance or financing of the Asset Interest, or payments of amounts due hereunder or its obligation to advance funds hereunder, under a Program Support Agreement or the credit or liquidity support furnished by a Program Support Provider pursuant to Program Support Agreement or otherwise in respect of this Agreement, the other Transaction Documents, the ownership, maintenance or financing of the Asset Interest (except for changes in the rate of general corporate, franchise, net income or other income tax imposed on such Indemnified Party by the jurisdiction in which such Indemnified Party is organized or in which such Indemnified Party's principal executive office is located);

(ii) shall impose, modify or deem applicable any reserve, special deposit or similar requirement (including any such requirement imposed by the Board of Governors of the Federal Reserve System) against assets of, deposits with or for the account of, or credit extended by, any Indemnified Party or shall impose on any Indemnified Party or on the United States market for certificates of deposit or the London interbank market any other condition affecting this Agreement, the other Transaction Documents, the ownership, maintenance or financing of the Asset Interest, or payments of amounts due hereunder or its obligation to advance funds hereunder, under a Program Support Agreement or the credit or liquidity support provided by a Program Support Provider pursuant to a Program Support Agreement or otherwise in respect of this Agreement, the other Transaction Documents, the ownership, maintenance or financing of the Asset Interest; or

(iii) imposes upon any Indemnified Party any other condition or expense (including any loss of margin, reasonable attorneys' fees and expenses, and expenses of litigation or preparation therefor in contesting any of the foregoing) with respect to this Agreement, the other Transaction Documents, the ownership, maintenance or financing of the Asset Interest, or payments of amounts due hereunder or its obligation to advance funds hereunder under a Program Support Agreement or the credit or liquidity support furnished by a Program Support Provider pursuant to a Program Support Agreement or otherwise in respect of this Agreement, the other Transaction Documents, the ownership, maintenance or financing of the Asset Interests,

and the result of any of the foregoing is to increase the cost to or to reduce the amount of any sum received or receivable by such Indemnified Party with respect to this Agreement, the other Transaction Documents, the ownership, maintenance or financing of the Asset Interest, the Receivables, the obligations hereunder or under a Program Support Agreement, the funding of any purchases hereunder or a Program Support Agreement or the provision of credit or liquidity under a Program Support Agreement by an amount deemed by such Indemnified Party to be material, then, within ten (10) days after demand by such Indemnified Party through the Administrative Agent, the SPV shall pay to the Administrative Agent, for the benefit of such Indemnified Party, such additional amount or amounts as will compensate such Indemnified Party for such increased cost or reduction.

(b) If any Indemnified Party shall have determined that after the date hereof (i) the adoption of any applicable Law or bank regulatory guideline regarding capital adequacy, or any change therein, or any clarification or change in the interpretation or administration thereof by any Official Body, (ii) any request, guidance or directive regarding capital adequacy (in the case of any bank regulatory guideline, whether or not having the force of law) of any Official Body, or (iii) the compliance, application or implementation by the Indemnified Party of any of the foregoing (i) or (ii) or any existing applicable Law or bank regulatory guideline regarding capital adequacy has or would have the effect of reducing the rate of return on capital of such Indemnified Party (or its parent) as a consequence of such Indemnified Party's obligations hereunder or under a Program Support Agreement or with respect hereto or thereto to a level below that which such Indemnified Party (or its parent) could have achieved but for any of the occurrences set forth in the foregoing (i), (ii) or (iii) (taking into consideration its policies with respect to capital adequacy) by an amount deemed by such Indemnified Party to be material, then from time to time, within ten (10) days after demand by such Indemnified Party through the Administrative Agent, the SPV shall pay to the Administrative Agent, for the benefit of such Indemnified Party, such additional amount or amounts as will compensate such Indemnified Party (or its parent) for such reduction. The amounts due and payable to an Indemnified Party under this Section shall be considered Aggregate Unpaids.

(c) The applicable Funding Agent shall promptly notify the SPV and the Administrative Agent of any event of which it has knowledge, occurring after the date hereof, which will entitle an Indemnified Party to compensation pursuant to this Section 9.2; provided that no failure to give or any delay in giving such notice shall affect the Indemnified Party's right to receive such compensation. A notice by such Funding Agent or the applicable Indemnified Party claiming compensation under this Section 9.2 and setting forth the additional amount or amounts to be paid to it hereunder shall be conclusive in the absence of manifest error. In determining such amount, such Funding Agent or any applicable Indemnified Party may use any reasonable averaging and attributing methods.

(d) Anything in this Section 9.2 to the contrary notwithstanding, if any Conduit Investor enters into agreements for the acquisition of interests in receivables from one or more Other SPVs, such Conduit Investor shall allocate the liability for any amounts under this Section 9.2 which are in connection with a Program Support Agreement or the credit or liquidity support provided by a Program Support Provider ("Additional Costs") to the SPV and each Other SPV; provided, however, that if such Additional Costs are attributable to the SPV, any Originator or the Master Servicer and not attributable to any Other SPV, the SPV shall be solely liable for such Additional Costs or if such Additional Costs are attributable to Other SPVs and not attributable to the SPV, any Originator or the Master Servicer, such Other SPVs shall be solely liable for such Additional Costs.

SECTION 16.3. Taxes. (a) All payments and distributions made hereunder by or on behalf of the SPV or the Master Servicer (each, a "payor") to any Indemnified Party (each, a "recipient") shall be made free and clear of and without deduction for any present or future income, excise, stamp or franchise taxes and any other taxes, fees, duties, withholdings or other charges of any nature whatsoever imposed by any taxing authority (such items being called "Taxes"), but excluding Excluded Taxes.

(b) In the event that any withholding or deduction from any payment made by the payor hereunder is required in respect of any Taxes, then such payor shall:

(i) pay directly to the relevant authority the full amount required to be so withheld or deducted;

(ii) promptly forward to the Administrative Agent an official receipt or other documentation satisfactory to the Administrative Agent evidencing such payment to such authority; and

(iii) subject to Section 9.3(e), pay to the recipient such additional amount or amounts as is necessary to ensure that the net amount actually received by the recipient will equal the full amount such recipient would have received had no such withholding or deduction of Taxes, other than Excluded Taxes been required.

(c) If any Taxes are directly asserted against any recipient with respect to any payment received by such recipient hereunder, the recipient may pay such Taxes and the payor will, subject to Section 9.3(e), promptly pay such additional amounts (including any penalties, interest or expenses) as shall be necessary in order that the net amount received by the recipient after the payment of such Taxes other than Excluded Taxes (including any Taxes on such additional amount) shall equal the amount such recipient would have received had such Taxes other than Excluded Taxes not been asserted.

(d) If the payor fails to pay any Taxes when due to the appropriate taxing authority or fails to remit to the recipient the required receipts or other required documentary evidence, the payor shall indemnify the recipient for any incremental Taxes, interest, or penalties that may become payable by any recipient as a result of any such failure.

(e) Each Investor that is not a United States person within the meaning of section 7701(A)(30) of the Code shall on the Closing Date (or if later, the date on which such person first becomes an Investor hereunder by assignment or otherwise) provide to the Administrative Agent to be forwarded to the relevant payor either (i) a duly completed IRS Form W-8ECI, (ii) a duly completed IRS Form W-8BEN, in each case entitling such Investor to a complete exemption from withholding on payments and distributions hereunder (which in the case of a form W-8BEN, is based on its entitlement to exemption under an applicable income tax treaty). Notwithstanding the foregoing provisions of Section 9.3, no payor shall be required to pay any additional amounts or indemnities in respect of Taxes to a recipient that exceed the amount that would have been payable had the recipient complied with its obligations under this Section 9.3(e).

SECTION 16.4. Other Costs and Expenses; Breakage Costs. (a) The SPV agrees, upon receipt of a written invoice, to pay or cause to be paid, and to save the Investors, the Funding Agents and the Administrative Agent harmless against liability for the payment of, all reasonable out-of-pocket expenses (including attorneys', accountants', rating agencies', and other third parties' fees and expenses, any filing fees and expenses incurred by officers or employees of any Investor and/or the Administrative Agent) or intangible, documentary or recording taxes incurred by or on behalf of the any Investor, any Funding Agent or the Administrative Agent (i) in connection with the preparation, negotiation, execution and delivery of this Agreement, the other Transaction Documents and any documents or instruments delivered pursuant hereto and thereto and the transactions contemplated hereby or thereby (including the perfection or protection of the Asset Interest) (which payment of attorneys' fees and expenses, in the case of this clause (i) shall be limited to Dechert LLP, Sidley Austin LLP or any other attorneys' fees and expenses of an attorney approved in advance by the Master Servicer) and (ii) from time to time (A) relating to any amendments, waivers or consents under this Agreement and the other Transaction Documents, (B) arising in connection with any Investor's, any Funding Agent's or the Administrative Agent's enforcement or preservation of rights (including the perfection and protection of the Asset Interest under this Agreement), or (C) arising in connection with any dispute, disagreement, litigation or preparation for litigation involving this Agreement or any of the other Transaction Documents (all of such amounts, collectively, "Transaction Costs").

(b) The SPV shall pay the Administrative Agent for the account of each Investor, as applicable, on demand, such amount or amounts as shall compensate such Investor for any loss (including loss of profit), cost or expense incurred by it (as reasonably determined by the applicable Funding Agent) as a result of any reduction of any Portion of Investment of such Investor other than on the last day of the related Rate Period (determined without regard for clause (ii) of paragraph (a) of the definition thereof) funding such Portion of Investment of such Investor, such compensation to be (i) limited to an amount equal to any loss or expense suffered by the Investors during the period from the date of receipt of such repayment to (but excluding) the maturity date of such Commercial Paper (or other financing source) and (ii) net of the income, if any, received by the recipient of such reductions from investing the proceeds of such reductions of such Portion of Investment. The determination by the Related Funding Agent of the amount of any such loss or expense shall be set forth in a written notice to the SPV and Administrative Agent in reasonable detail and shall be conclusive, absent manifest error.

SECTION 16.5. Reconveyance Under Certain Circumstances. The SPV agrees to accept the reconveyance from the Administrative Agent, on behalf of the Funding Agents for the benefit of the Investors, of the Asset Interest if the Administrative Agent notifies SPV of a material breach of any representation or warranty made or deemed made pursuant to Article IV and the SPV shall fail to cure such breach within fifteen (15) days (or, in the case of the representations and warranties in Sections 4.1(d) and 4.1(k), three (3) days) of such notice. The reconveyance price shall be paid by the SPV to the Administrative Agent, for the account of the Investors, as applicable in immediately available funds on such 15th day (or 3rd day, if applicable) in an amount equal to the Aggregate Unpaids.

SECTION 16.6. Indemnities by the Master Servicer. Without limiting any other rights which the Administrative Agent, the Funding Agents or the Investors or the other Indemnified Parties may have hereunder or under applicable law, the Master Servicer hereby agrees to indemnify (without recourse, except as otherwise specifically provided in this Agreement) the Indemnified Parties from and against any and all Indemnified Amounts arising out of or resulting from (whether directly or indirectly) (a) the failure of any information contained in any Master Servicer Report (to the extent provided by the Master Servicer) to be true and correct, or the failure of any other information provided to any Indemnified Party by, or on behalf of, the Master Servicer to be true and correct, (b) the failure of any representation, warranty or statement made or deemed made by the Master Servicer (or any of its officers) under or in connection with this Agreement to have been true and correct as of the date made or deemed made, (c) the failure by the Master Servicer to comply with any applicable Law with respect to any Receivable or the related Contract, (d) any dispute, claim, offset or defense of the Obligor to the payment of any Receivable resulting from or related to the collection activities in respect of such Receivable, or (e) any failure of the Master Servicer to perform its duties or obligations in accordance with the provisions hereof.

ARTICLE XVII

THE ADMINISTRATIVE AGENT

SECTION 17.1. Appointment and Authorization of Administrative Agent. Each of the Investors and the Funding Agents hereby irrevocably appoints, designates and authorizes the Administrative Agent to take such action on its behalf under the provisions of this Agreement and each other Transaction Document and to exercise such powers and perform such duties as are expressly delegated to the Administrative Agent by the terms of this Agreement and any other Transaction Document, together with such other powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary contained elsewhere in this Agreement or in any other Transaction Document, the Administrative Agent shall not have any duties or responsibilities, except those expressly set forth in this Agreement, nor shall the Administrative Agent have or be deemed to have any fiduciary relationship with any Investor or Funding Agent, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Transaction Document or otherwise exist against the Administrative Agent. Without limiting the generality of the foregoing sentence, the use of the term "agent" in this Agreement with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable Law. Instead, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties.

SECTION 17.2. Delegation of Duties. The Administrative Agent may execute any of its duties under this Agreement or any other Transaction Document by or through agents, employees or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. The Administrative Agent shall not be responsible for the negligence or misconduct of any Administrative Agent or attorney-in-fact that it selects with reasonable care.

SECTION 17.3. Liability of Administrative Agent. No Administrative Agent-Related Person shall (a) be liable for any action taken or omitted to be taken by any of them under or in connection with this Agreement or any other Transaction Document or the transactions contemplated hereby (except for its own gross negligence or willful misconduct), or (ii) be responsible in any manner to any Investor or Funding Agent for any recital, statement, representation or warranty made by the SPV, any Originator or the Master Servicer, or any officer thereof, contained in this Agreement or in any other Transaction Document, or in any certificate, report, statement or other document referred to or provided for in, or received by the Administrative Agent under or in connection with, this Agreement or any other Transaction Document, or the validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Transaction Document, or for any failure of the SPV, any Originator, the Master Servicer or any other party to any Transaction Document to perform its obligations hereunder or thereunder. No Administrative Agent-Related Person shall be under any obligation to any Investor to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Transaction Document, or to inspect the properties, books or records of the SPV, any Originator or the Master Servicer or any of their respective Affiliates.

SECTION 17.4. Reliance by Administrative Agent. (a) The Administrative Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, resolution, notice, consent, certificate, affidavit, letter, telegram, facsimile, telex or telephone message, statement or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by or on behalf of the proper Person or Persons, and upon advice and statements of legal counsel (including counsel to the SPV, the Originators and the Master Servicer), independent accountants and other experts selected by the Administrative Agent. The Administrative Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Transaction Document unless it shall first receive such advice or concurrence of the Funding Agents, on behalf of the Conduit Investors or the Majority Investors, as applicable, as it deems appropriate and, if it so requests, it shall first be indemnified to its satisfaction by the Investors or Funding Agents, as applicable, against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement or any other Transaction Document in accordance with a request or consent of the Funding Agents, on behalf of the Conduit Investors or the Majority Investors, as applicable, or, if required hereunder, all

Investors and such request and any action taken or failure to act pursuant thereto shall be binding upon all of the Funding Agents and Investors.

(b) For purposes of determining compliance with the conditions specified in Article V, each Funding Agent and Investor that has executed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter either sent by the Administrative Agent to such Funding Agent or Investor for consent, approval, acceptance or satisfaction, or required thereunder to be consented to or approved by or acceptable or satisfactory to such Funding Agent or Investor.

SECTION 17.5. Notice of Termination Event, Potential Termination Event or Master Servicer Default. The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of a Potential Termination Event, a Termination Event or a Master Servicer Default, unless the Administrative Agent has received written notice from a Funding Agent, an Investor, the Master Servicer or the SPV referring to this Agreement, describing such Potential Termination Event, Termination Event or Master Servicer Default and stating that such notice is a “Notice of Termination Event or Potential Termination Event” or “Notice of Master Servicer Default,” as applicable. The Administrative Agent will notify the Investors and the Funding Agents of its receipt of any such notice. The Administrative Agent shall (subject to Section 10.4) take such action with respect to such Potential Termination Event, Termination Event or Master Servicer Default as may be requested by the Majority Investors (except as otherwise explicitly set forth herein), provided, however, that, unless and until the Administrative Agent shall have received any such request, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Potential Termination Event, Termination Event or Master Servicer Default as it shall deem advisable or in the best interest of the Investors.

SECTION 17.6. Credit Decision; Disclosure of Information by the Administrative Agent. Each Investor and Funding Agent acknowledges that none of the Administrative Agent-Related Persons has made any representation or warranty to it, and that no act by the Administrative Agent hereinafter taken, including any consent to and acceptance of any assignment or review of the affairs of the SPV, the Master Servicer, the Originators or any of their respective Affiliates, shall be deemed to constitute any representation or warranty by any Administrative Agent-Related Person to any Investor or Funding Agent as to any matter, including whether the Administrative Agent-Related Persons have disclosed material information in their possession. Each Investor and Funding Agent, including any Investor or Funding Agent by assignment, represents to the Administrative Agent that it has, independently and without reliance upon any Administrative Agent-Related Person and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, prospects, operations, property, financial and other condition and creditworthiness of the SPV, the Master Servicer, the Originators or their respective Affiliates, and all applicable bank regulatory laws relating to the transactions contemplated hereby, and made its own decision to enter into this Agreement and to extend credit to the SPV hereunder. Each Investor and Funding Agent also represents that it shall, independently and without reliance upon any Administrative Agent-Related Person and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Transaction Documents, and to make such investigations as it deems necessary to inform itself as to the business, prospects, operations, property, financial and other condition and creditworthiness of the SPV, the Master Servicer or the Originators. Except for notices, reports and other documents expressly herein required to be furnished to the Investors or the Funding Agents by the Administrative Agent herein, the Administrative Agent shall not have any duty or responsibility to provide any Investor or Funding Agent with any credit or other information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of the SPV, the Master Servicer, the Originators or their respective Affiliates which may come into the possession of any of the Administrative Agent-Related Persons.

SECTION 17.7. Indemnification of the Administrative Agent. Whether or not the transactions contemplated hereby are consummated, each of the Alternate Investors shall indemnify upon demand each Administrative Agent-Related Person (to the extent not reimbursed by or on behalf of the SPV (including by the Seller under the First Tier Agreement or the Master Servicer hereunder) and without limiting the obligation of the SPV to do so), pro rata based upon such Alternate Investor's Allocable Portion of Maximum Net Investment relative to the Maximum Net Investment, and hold harmless each Administrative Agent-Related Person from and against any and all Indemnified Amounts incurred by it; provided, however, that no Alternate Investor shall be liable for the payment to any Administrative Agent-Related Person of any portion of such Indemnified Amounts resulting from such Person's gross negligence or willful misconduct; provided, however, that no action taken in accordance with the directions of the Majority Investors shall be deemed to constitute gross negligence or willful misconduct for purposes of this Section. Without limitation of the foregoing, each Funding Agent and Alternate Investor shall reimburse the Administrative Agent upon demand for its ratable share of any costs or out-of-pocket expenses (including attorney's fees) incurred by the Administrative Agent in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Agreement, any other Transaction Document, or any document contemplated by or referred to herein, to the extent that the Administrative Agent is not reimbursed for such expenses by or on behalf of the SPV (including by the Seller under the First Tier Agreement or the Master Servicer hereunder). The undertaking in this Section shall survive payment on the Final Payout Date and the resignation or replacement of the Administrative Agent.

SECTION 17.8. Administrative Agent in Individual Capacity. Bank of America (and any successor acting as Administrative Agent) and its Affiliates may make loans to, issue letters of credit for the account of, accept deposits from, acquire equity interests in and generally engage in any kind of banking, trust, financial advisory, underwriting or other business with any of the SPV, any Originator and the Master Servicer or any of their Subsidiaries or Affiliates as though Bank of America were not the Administrative Agent or an Alternate Investor hereunder and without notice to or consent of the Investors or the Funding Agents. The Funding Agents and the Investors acknowledge that, pursuant to such activities, Bank of America or its Affiliates may receive information regarding the SPV, the Originators, the Master Servicer or their respective Affiliates (including information that may be subject to confidentiality obligations in favor of such Person) and acknowledge that the Administrative Agent shall be under no obligation to provide such information to them. With respect to its Commitment, Bank of America (and any successor acting as Administrative Agent) in its capacity as an Alternate Investor hereunder shall have the same rights and powers under this Agreement as any other Alternate Investor and may exercise the same as though it were not the Administrative Agent or an Alternate Investor, and the term "Alternate Investor" or "Alternate Investors" shall, unless the context otherwise indicates, include the Administrative Agent in its individual capacity.

SECTION 17.9. Resignation of Administrative Agent. The Administrative Agent may resign as Administrative Agent upon thirty (30) days' notice to the Funding Agents and the Investors. If the Administrative Agent resigns under this Agreement, the Majority Investors shall appoint from among the Alternate Investors a successor agent for the Investors. If no successor agent is appointed prior to the effective date of the resignation of the Administrative Agent, the Administrative Agent may appoint, after consulting with the Investors and Arrow a successor agent from among the Alternate Investors. Upon the acceptance of its appointment as successor agent hereunder, such successor agent shall succeed to all the rights, powers and duties of the retiring Administrative Agent and the term "Administrative Agent" shall mean such successor agent and the retiring Administrative Agent's appointment, powers and duties as Administrative Agent shall be terminated. After any retiring Administrative Agent's resignation hereunder as Administrative Agent, the provisions of this Section 10.9 and Sections 10.3 and 10.7 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was the Administrative Agent under this Agreement. If no successor agent has accepted appointment as Administrative Agent by the date which is thirty (30) days following a retiring Administrative Agent's notice of resignation, the retiring Administrative Agent may engage a third-party to act as Administrative Agent, after consulting with the SPV, the Master Servicer and the Investors. The Administrative Agent's resignation shall become effective upon the acceptance of such Person as administrative agent. Any fees payable to the successor administrative agent in excess of the Administrative Fee then payable to the resigning Administrative Agent shall be paid by the Alternate Investors and reimbursed by the SPV as an Aggregate Unpaid.

SECTION 17.10. Payments by the Administrative Agent. Unless specifically allocated to an Alternate Investor or an Indemnified Party pursuant to the terms of this Agreement, all amounts received by the Administrative Agent on behalf of the Alternate Investors shall be paid by the Administrative Agent to the Alternate Investors (at their respective accounts specified in their respective Assignment and Assumption Agreements) pro rata in accordance with their respective outstanding funded portions of the Net Investment on the Business Day received by the Administrative Agent, unless such amounts are received after 12:00 noon on such Business Day, in which case the Administrative Agent shall use its reasonable efforts to pay such amounts to the Alternate Investors on such Business Day, but, in any event, shall pay such amounts to the Alternate Investors not later than the following Business Day.

ARTICLE XVIII

MISCELLANEOUS

SECTION 18.1. Term of Agreement. This Agreement shall terminate on the Final Payout Date; provided, however, that (i) the rights and remedies of the Administrative Agent, the Investors and the Funding Agents with respect to any representation and warranty made or deemed to be made by the SPV pursuant to this Agreement, (ii) the indemnification and payment provisions of Article IX, (iii) the provisions of Section 10.7 and (iv) the agreements set forth in Sections 2.2(c), 11.11 and 11.12, shall be continuing and shall survive any termination of this Agreement.

SECTION 18.2. Waivers; Amendments. (a) No failure or delay on the part of the Administrative Agent, any Funding Agent, any Conduit Investor or any Alternate Investor in exercising any power, right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or remedy preclude any other further exercise thereof or the exercise of any other power, right or remedy. The rights and remedies herein provided shall be cumulative and nonexclusive of any rights or remedies provided by law.

(b) Any provision of this Agreement or any other Transaction Document may be amended or waived if, but only if, such amendment or waiver is in writing and is signed by the SPV, Arrow, the applicable Originator, the Master Servicer, each Conduit Investor, each Funding Agent and the Majority Investors (and, if Article X or the rights or duties of the Administrative Agent are affected thereby, by the Administrative Agent) and if such amendment is material, the Rating Agencies have provided rating confirmation, to the extent required by the terms and conditions of the commercial paper program of any Conduit Investor, of such Conduit Investor's Commercial Paper; provided that no such amendment or waiver shall, unless signed by each Alternate Investor directly affected thereby, (i) increase the Commitment of an Alternate Investor, (ii) reduce the Net Investment or rate of Yield to accrue thereon or any fees or other amounts payable hereunder, (iii) postpone any date fixed for the payment of any scheduled distribution in respect of the Net Investment or Yield with respect thereto or any fees or other amounts payable hereunder or for termination of any Commitment, (iv) change the percentage of the Commitments of Alternate Investors which shall be required for the Alternate Investors or any of them to take any action under this Section 11.2(b) or any other provision of this Agreement, (v) change the definition of "Required Reserves", (vi) release any material portion of the property with respect to which a security or ownership interest therein has been granted hereunder to the Administrative Agent or the Alternate Investors, (vii) extend or permit the extension of the Commitment Termination Date (it being understood that a waiver of a Termination Event shall not constitute an extension or increase in the Commitment of any Alternate Investor), or (viii) change the required percentage for voting requirements under this Agreement or any other Transaction Document; and provided, further, that the signature of the SPV or any Originator shall not be required for the effectiveness of any amendment which modifies the representations, warranties, covenants or responsibilities of the Master Servicer at any time when the Master Servicer is not Arrow or any Affiliate of Arrow or a successor Master Servicer designated by the Administrative Agent pursuant to Section 7.1.

Notwithstanding the foregoing provisions of this Section 11.2(b), in connection solely with an Additional Commitment Amendment to this Agreement, the consent solely of the SPV, Arrow and the Administrative Agent (which consent shall not be unreasonably withheld or delayed) shall be required and this Agreement shall be amended by such Additional Commitment Amendment if such amendment is in writing and signed by each of the SPV, Arrow and the Administrative Agent and such Additional Commitment Amendment does not increase the Conduit Funding Limit for any Conduit Investor or the Commitment of any Alternate Lender without such Conduit Investor's and/or Alternate Investor's consent in its sole discretion.

SECTION 18.3. Notices; Payment Information. Except as provided below, all communications and notices provided for hereunder shall be in writing (including facsimile or electronic transmission or similar writing) and shall be given to the other party at its address or facsimile number set forth in Schedule 11.3 or at such other address or facsimile number as such party may hereafter specify for the purposes of notice to such party. Each such notice or other communication shall be effective (i) if given by facsimile, when such facsimile is transmitted to the facsimile number specified in this Section 11.3 and confirmation is received, (ii) if given by mail, three (3) Business Days following such posting, if postage prepaid, and if sent via U.S. certified or registered mail, (iii) if given by overnight courier, one (1) Business Day after deposit thereof with a national overnight courier service, or (iv) if given by any other means, when received at the address specified in this Section 11.3, provided that an Investment Request shall only be effective upon receipt by the Administrative Agent. However, anything in this Section 11.3 to the contrary notwithstanding, the SPV hereby authorizes the Administrative Agent, the Funding Agents and the Investors to make investments in Permitted Investments and to make Investments and Rate Period selections based on telephonic notices made by any Person which the Conduit Investor in good faith believes to be acting on behalf of the SPV. The SPV agrees to deliver promptly to the Administrative Agent, each Funding Agent and Conduit Investor a written confirmation of each telephonic notice signed by an authorized officer of SPV. However, the absence of such confirmation shall not affect the validity of such notice. If the written confirmation differs in any material respect from the action taken by the Administrative Agent, the records of the Administrative Agent shall govern.

SECTION 18.4. Governing Law; Submission to Jurisdiction; Appointment of Service Administrative Agent.

(a) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (WITHOUT REFERENCE TO THE CONFLICTS OF LAW PRINCIPLES THEREOF OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW). EACH OF THE PARTIES HERETO HEREBY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND OF ANY NEW YORK STATE COURT SITTING IN THE COUNTY OF NEW YORK FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER TRANSACTION DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH OF THE PARTIES HERETO HEREBY

IRREVOCABLY WAIVES, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. NOTHING IN THIS SECTION 11.4 SHALL AFFECT THE RIGHT OF THE INVESTORS TO BRING ANY ACTION OR PROCEEDING AGAINST ANY OF THE SPV, ANY ORIGINATOR OR THE MASTER SERVICER OR ANY OF THEIR RESPECTIVE PROPERTY IN THE COURTS OF OTHER JURISDICTIONS.

(b) EACH OF THE PARTIES HERETO HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG ANY OF THEM ARISING OUT OF, CONNECTED WITH, RELATING TO OR INCIDENTAL TO THE RELATIONSHIP BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS.

(c) The SPV and the Master Servicer each hereby appoint, and Arrow shall cause each Originator to appoint, Arrow located at 50 Marcus Drive, Melville, New York 11747, as the authorized agent upon whom process may be served in any action arising out of or based upon this Agreement, the other Transaction Documents to which such Person is a party or the transactions contemplated hereby or thereby that may be instituted in the United States District Court for the Southern District of New York and of any New York State court sitting in The County of New York by any Investor, the Administrative Agent, any Funding Agent or any successor or assignee of any of them.

SECTION 18.5. Integration. This Agreement contains the final and complete integration of all prior expressions by the parties hereto with respect to the subject matter hereof and shall constitute the entire Agreement among the parties hereto with respect to the subject matter hereof superseding all prior oral or written understandings.

SECTION 18.6. Severability of Provisions. If any one or more of the provisions of this Agreement shall for any reason whatsoever be held invalid, then such provisions shall be deemed severable from the remaining provisions of this Agreement and shall in no way affect the validity or enforceability of such other provisions.

SECTION 18.7. Counterparts; Facsimile Delivery. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same Agreement. Delivery by facsimile of an executed signature page of this Agreement shall be effective as delivery of an executed counterpart hereof.

SECTION 18.8. Successors and Assigns; Binding Effect. (a) This Agreement shall be binding on the parties hereto and their respective successors and assigns; provided, however, that none of the SPV, the Master Servicer, any Originator (including Arrow) may assign any of its rights or delegate any of its duties hereunder, or under the First Tier Agreement, or under any Originator Sale Agreement, as applicable or under any of the other Transaction Documents to which it is a party without the prior written consent of each Funding Agent. Except as provided in clause (b) below, no provision of this Agreement shall in any manner restrict the ability of any Investor to assign, participate, grant security interests in, or otherwise transfer any portion of the Asset Interest, including without limitation, the right of any Conduit Investor to assign its rights and obligations hereunder to its Related Alternate Investors without the consent of any other party hereto.

(b) Any Alternate Investor may assign all or any portion of its Commitment and its interest in the Net Investment, the Asset Interest and its other rights and obligations hereunder to any Person with notice to the Administrative Agent and the written approval of the Related Funding Agent, on behalf of the Conduit Investor and, so long as no Termination Event has occurred and is continuing, the SPV (which approval of the SPV shall not be unreasonably withheld). In connection with any such assignment, the assignor shall deliver to the assignee(s) an Assignment and Assumption Agreement, duly executed, assigning to such assignee a pro rata interest in such assignor's Commitment and other obligations hereunder and in the Net Investment, the Asset Interest and other rights hereunder, and such assignor shall promptly execute and deliver all further instruments and documents, and take all further action, that the assignee may reasonably request, in order to protect, or more fully evidence the assignee's right, title and interest in and to such interest and to enable the Administrative Agent, on behalf of such assignee, to exercise or enforce any rights hereunder and under the other Transaction Documents to which such assignor is or, immediately prior to such assignment, was a party. Upon any such assignment, (i) the assignee shall have all of the rights and obligations of the assignor hereunder and under the other Transaction Documents to which such assignor is or, immediately prior to such assignment, was a party with respect to such assignor's Commitment and interest in the Net Investment and the Asset Interest for all purposes of this Agreement and under the other Transaction Documents to which such assignor is or, immediately prior to such assignment, was a party and (ii) the assignor shall have no further obligations with respect to the portion of its Commitment which has been assigned and shall relinquish its rights with respect to the portion of its interest in the Net Investment and the Asset Interest which has been assigned for all purposes of this Agreement and under the other Transaction Documents to which such assignor is or, immediately prior to such assignment, was a party. No such assignment shall be effective unless a fully executed copy of the related Assignment and Assumption Agreement shall be delivered to the Administrative Agent and the SPV. All costs and expenses (including reasonable attorney fees) of the Administrative Agent, the assignor Alternate Investor and the assignee Alternate Investor incurred in connection with any assignment hereunder shall be borne by the assignor.

(c) By executing and delivering an Assignment and Assumption Agreement, the assignor and assignee thereunder confirm to and agree with each other and the other parties hereto as follows: (i) other than as provided in such Assignment and Assumption Agreement, the assignor makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement, the other Transaction

Documents or any other instrument or document furnished pursuant hereto or thereto or the execution, legality, validity, enforceability, genuineness, sufficiency or value or this Agreement, the other Transaction Documents or any such other instrument or document; (ii) the assignor makes no representation or warranty and assumes no responsibility with respect to the financial condition of the SPV, Arrow, any Originator other than Arrow or the Master Servicer or the performance or observance by the SPV, Arrow, any Originator other than Arrow or the Master Servicer of any of their respective obligations under this Agreement, the First Tier Agreement, the other Transaction Documents or any other instrument or document furnished pursuant hereto; (iii) such assignee confirms that it has received a copy of this Agreement, the First Tier Agreement, each other Transaction Document and such other instruments, documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Assumption Agreement and to purchase such interest; (iv) such assignee will, independently and without reliance upon the Administrative Agent, or any of its Affiliates, or the assignor and based on such agreements, documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement and the other Transaction Documents; (v) such assignee appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers as provided (and subject to all restrictions set forth) in this Agreement, the other Transaction Documents and any other instrument or document furnished pursuant hereto or thereto as are delegated to the Administrative Agent by the terms hereof or thereof, together with such powers as are reasonably incidental thereto and to enforce its respective rights and interests in and under this Agreement, the other Transaction Documents and the Affected Assets; (vi) such assignee agrees that it will perform in accordance with their terms all of the obligations which by the terms of this Agreement and the other Transaction Documents are required to be performed by it as the assignee of the assignor; and (vii) such assignee agrees that it will not institute against the Conduit Investor any proceeding of the type referred to in Section 11.11 prior to the date which is one year and one day after the payment in full of all Commercial Paper issued by the Conduit Investor.

(d) Without limiting the foregoing, a Conduit Investor may, from time to time, with prior or concurrent notice to SPV, the Master Servicer and the Administrative Agent, in one transaction or a series of transactions, assign all or a portion of its Net Investment and its rights and obligations under this Agreement and any other Transaction Documents to which it is a party to a Conduit Assignee. Upon and to the extent of such assignment by the Conduit Investor to a Conduit Assignee, (i) such Conduit Assignee shall be the owner of the assigned portion of the applicable Net Investment, (ii) the related administrator for such Conduit Assignee will act as the Funding Agent for such Conduit Assignee, with all corresponding rights and powers, express or implied, granted to the Related Funding Agent hereunder or under the other Transaction Documents, (iii) such Conduit Assignee and its liquidity support provider(s) and credit support provider(s) and other related parties shall have the benefit of all the rights and protections provided to such Conduit Investor and its Program Support Provider(s) herein and in the other Transaction Documents (including any limitation on recourse against such Conduit Assignee or related parties, any agreement not to file or join in the filing of a petition to commence an insolvency proceeding against such Conduit Assignee, and the right to assign to another Conduit Assignee as provided in this paragraph), (iv) such Conduit Assignee shall assume all (or the assigned or assumed portion) of such Conduit Investor's obligations, if any, hereunder or any other Transaction Document, and such Conduit Investor shall be released from such obligations, in each case to the extent of such assignment, and the obligations of such Conduit Investor and such Conduit Assignee shall be several and not joint, (v) all distributions in respect of the Net Investment shall be made to the applicable Funding Agent, on behalf of such Conduit Investor and such Conduit Assignee on a pro rata basis according to their respective interests, (vi) the definition of the term "CP Rate" with respect to the portion of the Net Investment funded with commercial paper issued by such Conduit Investor from time to time shall be determined in the manner set forth in the definition of "CP Rate" applicable to the Conduit Investor on the basis of the interest rate or discount applicable to commercial paper issued by such Conduit Assignee (rather than such Conduit Investor), (vii) the defined terms and other terms and provisions of this Agreement and the other Transaction Documents shall be interpreted in accordance with the foregoing, and (viii) if requested by the Funding Agent with respect to the Conduit Assignee, the parties will execute and deliver such further agreements and documents and take such other actions as the Funding Agent may reasonably request to evidence and give effect to the foregoing. No assignment by such Conduit Investor to a Conduit Assignee of all or any portion of the Net Investment shall in any way diminish the Related Alternate Investors' obligation under Section 2.3 to fund any Investment not funded by such Conduit Investor or such Conduit Assignee or to acquire from the Conduit Investor or such Conduit Assignee all or any portion of the Net Investment pursuant to Section 3.1.

(e) In the event that a Conduit Investor makes an assignment to a Conduit Assignee in accordance with clause (d) above, the Related Alternate Investors: (i) if requested by the applicable Funding Agent, shall terminate their participation in the applicable Program Support Agreement to the extent of such assignment, (ii) if requested by the applicable Funding Agent, shall execute (either directly or through a participation agreement, as determined by such Funding Agent) the program support agreement related to such Conduit Assignee, to the extent of such assignment, the terms of which shall be substantially similar to those of the participation or other agreement entered into by such Alternate Investor with respect to the applicable Program Support Agreement (or which shall be otherwise reasonably satisfactory to such Funding Agent and the Alternate Investors), (iii) if requested by such Conduit Investor, shall enter into such agreements as requested by such Conduit Investor pursuant to which they shall be obligated to provide funding to such Conduit Assignee on substantially the same terms and conditions as is provided for in this Agreement in respect of such Conduit Investor (or which agreements shall be otherwise reasonably satisfactory to such Conduit Investor and the Related Alternate Investors), and (iv) shall take such actions as the Administrative Agent and the Funding Agent shall reasonably request in connection therewith.

(f) Each of the SPV, the Master Servicer and Arrow hereby agrees and consents to the assignment by a Conduit Investor from time to time of all or any part of its rights under, interest in and title to this Agreement and the Asset Interest to any Program Support Provider.

(g) Notwithstanding any other provision of this Agreement to the contrary, any

Investor may at any time pledge or grant a security interest in all or any portion of its rights (including, without limitation, any Portion of Investment and any rights to payment of Yield and Fees) under this Agreement to secure obligations of such Investor to a Federal Reserve Bank, without notice to or consent of the SPV or the Administrative Agent; provided, that no such pledge or grant of a security interest shall release an Investor from any of its obligations hereunder, or substitute any such pledgee or grantee for such Investor as a party hereto.

SECTION 18.9. Waiver of Confidentiality. Each of the SPV, the Master Servicer and Arrow hereby consents to the disclosure, solely for the purposes related to the Transaction Documents and the transactions contemplated thereby, of any non-public information with respect to it received by the Administrative Agent, any Funding Agent, or any Investor to any other Investor or potential Investor, the Administrative Agent, any nationally recognized statistical rating organization rating a Conduit Investor's Commercial Paper, any dealer or placement agent of or depositary for such Conduit Investor's Commercial Paper, its administrator, any Program Support Provider or any of such Person's counsel or accountants in relation to this Agreement or any other Transaction Document.

SECTION 18.10. Confidentiality Agreement. Each of the SPV, the Master Servicer and Arrow hereby agrees that it will not disclose the contents of this Agreement or any other Transaction Document or any other proprietary or confidential information of or with respect to any Investor, the Funding Agent, the Administrative Agent or any Program Support Provider to any other Person except (a) its auditors and attorneys, employees or financial advisors (other than any commercial bank) and any nationally recognized statistical rating organization, provided such auditors, attorneys, employees, financial advisors or rating agencies are informed of the highly confidential nature of such information, (b) to any commercial paper conduits and their related funding agents and alternate investors in connection with an Additional Commitment Amendment, (c) as otherwise required by applicable law or order of a court of competent jurisdiction or (d) by each Investor (or any administrative agent on its behalf), to a nationally recognized statistical rating organization in compliance with Rule 17g-5 under the Securities Exchange Act of 1934 (or to any other rating agency in compliance with any similar rule or regulation in any relevant jurisdiction).

SECTION 18.11. No Bankruptcy Petition Against the Conduit Investors. Each of the SPV, the Master Servicer and Arrow hereby covenants and agrees that, prior to the date which is one year and one day after the payment in full of all outstanding Commercial Paper or other rated indebtedness of the Conduit Investors, it will not institute against, or join any other Person in instituting against, any Conduit Investor any proceeding of a type referred to in the definition of Event of Bankruptcy.

SECTION 18.12. No Recourse Against Conduit Investors, Stockholders, Officers or Directors. Notwithstanding anything to the contrary contained in this Agreement, the obligations of the Conduit Investors under this Agreement and all other Transaction Documents are solely the corporate obligations of the Conduit Investors and shall be payable solely to the extent of funds received from the SPV in accordance herewith or from any party to any Transaction Document in accordance with the terms thereof in excess of funds necessary to pay matured and maturing

Commercial Paper, and to the extent funds are not available to pay such obligations, the claims relating thereto shall not constitute a claim against the Conduit Investors but shall continue to accrue. Each party hereto agrees that the payment of any claim (as defined in Section 101 of Title 11 of the Bankruptcy Code) of any such party shall be subordinated to the payment in full of all Commercial Paper. No recourse under any obligation, covenant or agreement of the Conduit Investors contained in this Agreement shall be had against any stockholder, employee, officer, director, manager, administrator, agent or incorporator of the Conduit Investors or beneficial owner of any of them, as such, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute or otherwise; it being expressly agreed and understood that this Agreement is solely a corporate obligation of the Conduit Investors, and that no personal liability whatsoever shall attach to or be incurred by any stockholder, employee, officer, director, manager, administrator, agent or incorporator of the Conduit Investors or beneficial owner of any of them, as such, or any of them, under or by reason of any of the obligations, covenants or agreements of the Conduit Investors contained in this Agreement, or implied therefrom, and that any and all personal liability for breaches by the Conduit Investors of any of such obligations, covenants or agreements, either at common law or at equity, or by statute or constitution, of every such stockholder, employee, officer, director, manager, administrator, agent or incorporator of the Conduit Investors or beneficial owner of any of them is hereby expressly waived as a condition of and consideration for the execution of this Agreement; provided, however, that this Section 11.12 shall not relieve any such stockholder, employee, officer, director, manager, agent or incorporator of the Conduit Investor or beneficial owner of any of them of any liability it might otherwise have for its own intentional misrepresentation or willful misconduct. Bankers Trust Company shall have no obligation, in its capacity as program administrator for Victory Receivables Corporation or otherwise, to take any actions under the Transaction Documents if Bankers Trust Company is relieved of its obligations as program administrator for Victory Receivables Corporation.

[Signatures Follow]

In Witness Whereof, the parties hereto have executed and delivered this Agreement as of the date first written above.

Arrow Electronics Funding Corporation,
as SPV

By:__
Name:__
Title:__

Arrow Electronics, Inc.,
individually and as Master Servicer

By:__
Name:__
Title:__

Bank of America, National Association,
as a Funding Agent, as Administrative Agent, and as an
Alternate Investor

By:__
Name:__
Title:__

Liberty Street Funding Corp.,
as a Conduit Investor

By:__
Name:__
Title:__

The Bank of Nova Scotia,
as a Funding Agent and as an Alternate Investor

By:__
Name:__
Title:__

Gotham Funding Corporation,
as a Conduit Investor

By:__
Name:__
Title:__

The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch,
as a Funding Agent

By:__
Name:__
Title:__

The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch,
as an Alternate Investor

By:____
Name:__
Title:__

Wells Fargo Bank, N.A.,
as a Funding Agent and as an Alternate Investor

By:__
Name:__
Title:__

SCHEDULE A [1]

Conduit Investor	Conduit Funding Limit	Related Alternate Investor(s)	Related Funding Agent	Alternate Investor(s) Commitment	Allocable Portion of Maximum Net Investment
None	None	Bank of America, National Association	Bank of America, National Association	$105,000,000	$105,000,000
Liberty Street Funding Corp.	$105,000,000	The Bank of Nova Scotia	The Bank of Nova Scotia	$107,100,000	$105,000,000
Gotham Funding Corporation	$105,000,000	The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch	The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch	$107,100,000	$105,000,000
None	None	Wells Fargo Bank, N.A.	Wells Fargo Bank, N.A.	$105,000,000	$105,000,000
Bryant Park Funding LLC	$90,000,000	HSBC Bank plc	HSBC Securities (USA) Inc.	$91,800,000	$90,000,000
Starbird Funding Corp.	$90,000,000	BNP Paribas, New York Branch	BNP Paribas, New York Branch	$91,800,000	$90,000,000

[1] As may be adjusted from time to time by the Administrative Agent, with the consent of the relevant Investors, as required, to reflect non-renewing Investors, assignments, reductions of the Commitments and similar changes.

SCHEDULE B

[INTENTIONALLY OMITTED]

SCHEDULE C

[Excluded Receivables]

SCHEDULE I

Section 2.4 of the Agreement shall be read in its entirety as follows:

SECTION 2.4 Determination of Yield and Rate Periods

(a) Portions of Investment. The Net Investment shall be allocated to tranches (each a "Portion of Investment") having Rate Periods and accruing Yield at the Rate Types specified and determined in accordance with this Section 2.4. At any time, each Portion of Investment shall have only one Rate Period and one Rate Type. In addition, at any time when the Net Investment is not divided into more than one portion, "Portion of Investment" means 100% of the Net Investment.

(b) Asset Interest held on behalf of Conduit Investors. (i) At all times on and after the Closing Date, but prior to the Termination Date, solely with respect to any Portion of Investment held on behalf of each Match Funding Conduit Investor at any time when such Conduit Investor funds such Portion of Investment through the issuance of Commercial Paper, the SPV may, subject to such Conduit Investor's approval and the limitations described below, request Rate Periods and allocate a Portion of Investment to each selected Rate Period, so that the aggregate Portions of Investment allocated to outstanding Rate Periods at all times shall equal the portion of the Net Investment held on behalf of such Conduit Investors. The SPV shall give the Administrative Agent and the Funding Agent with respect to each Match Funding Conduit Investor irrevocable notice by telephone or by fax of each requested Rate Period at least three (3) Business Days prior to the requested Investment Date or the expiration of any then existing Rate Period, as applicable; provided, however, that each Match Funding Conduit Investor may select, in its sole discretion, any such Rate Period if (x) the SPV fails to provide such notice on a timely basis or (y) the Funding Agent with respect to such Match Funding Conduit Investor determines, in its sole discretion, that the Rate Period requested by the SPV is unavailable or for any reason commercially undesirable to such Investor; provided, further, that the SPV shall not select any Rate Period with respect to a Portion of Investment which Rate Period would have a maturity date after a Special Termination Date with respect to the related Conduit Investor if such Special Termination Date is known at the time of such selection. Each Match Funding Conduit Investor confirms that it is its intention prior to the date it ceases purchasing new Investments or Reinvestments to allocate all or substantially all of the portion of the Net Investment held on its behalf to one or more Rate Periods with respect to which the Yield applicable thereto is calculated by reference to the CP Rate; provided that each Match Funding Conduit Investor may determine, from time to time, in its sole discretion, that funding such Net Investment by means of one or more such Rate Periods is not possible or is not desirable for any reason. Each Rate Period applicable to any Portion of Investment funded by a Match Funding Conduit Investor pursuant to a Program Support Agreement shall be a period, selected by the applicable Funding Agent (which for the initial Rate Period shall not exceed five

(5) Business Days, and Yield with respect thereto shall be calculated by reference to the Alternate Rate.

(i)

(ii) From time to time, for purposes of determining the Rate Periods applicable to the different portions of the Net Investment and of calculating Yield with respect thereto, the applicable Funding Agent, in consultation with the SPV and the Administrative Agent as described in Section 2.4(b)(i) above, shall allocate each Portion of Investment. From time to time the Administrative Agent shall notify the Master Servicer of the number of Portions of Investment and the Rate Type of each Portion of Investment.

(c) Asset Interest held on behalf of Alternate Investors. Unless an Alternate Investor specifies otherwise, the initial Rate Period applicable to any Portion of Investment funded by the Alternate Investors (or any of them), shall be a period of not greater than five (5) Business Days and Yield with respect thereto shall be calculated by reference to the Alternate Rate. Thereafter, unless an Alternate Investor specifies otherwise, with respect to such Portion of Investment, and with respect to any other Portion of Investment held on behalf of the Alternate Investors (or any of them), the Rate Period applicable thereto shall be determined by the SPV (or, if on or after the Termination Date, by the Administrative Agent and applicable Funding Agent) and Yield with respect thereto shall be calculated by reference to the Alternate Rate. The SPV shall give the Administrative Agent irrevocable notice by telephone of the new requested Rate Period at least three (3) Business Days prior to the expiration of any then existing Rate Period; and

(d) Rate Definitions. As used in this Section 2.4, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined).

"Alternate Rate" means, for any Rate Period for any Portion of Investment, an interest rate per annum equal to the sum of the Offshore Rate and the Applicable Margin for such Rate Period; provided, however, that, in the case of:

(i) with respect to any Portion of the Investment funded by a Match Funding Conduit Investor, any Rate Period of one to (and including) 14 days; or

(ii) (A) with respect to any Portion of the Investment funded by a Match Funding Conduit Investor, any Rate Period as to which the Administrative Agent does not receive notice, by 2:00 p.m. (New York City time) on the third Business Day preceding the first day of such Rate Period of the SPV's desired duration of such Rate Period as provided by Section 2.4(b)(i), and (B) with respect to any portion of the Investment funded by a Pooled Funding Investor or an Alternate Investor, any Rate Period which commences prior to the Administrative Agent receiving at least three (3) Business Days notice thereof; or

(iii) the initial Rate Period applicable to any Portion of Investment funded by (a) an Alternate Investor or (b) a Program Support Provider under a Program Support Agreement; or

(iv) any Rate Period relating to a Portion of Investment which is less than $1,000,000,

the "Alternate Rate" for each such Rate Period shall be an interest rate per annum equal to the Base Rate in effect on each day of such Rate Period plus the Applicable Margin. The "Alternate Rate" for any date on or after the declaration or automatic occurrence of the Termination Date pursuant to Section 8.2 or clause (e) of the definition of "Termination Date" shall be an interest rate equal to 2.50% per annum above the Base Rate in effect on such day.

"Applicable Margin" means, on any date, (i) to the extent that the Alternate Rate is determined by reference to the Offshore Rate, the Program Fee rate (as defined in Schedule IV hereto), and (ii) to the extent that the Alternate Rate is determined by reference to the Base Rate, the rate per annum determined based upon the Rating in effect on such date by both S&P and Moody's set forth under the relevant column heading below opposite such Rating:

Rating (S&P/Moody's)	Applicable Margin (in basis points) to the extent that the Alternate Rate is determined by reference to the Base Rate
Greater than or equal to BBB/Baa2	125
Greater than or equal to BBB-/Baa3	150
Greater than or equal to BB+/Ba1	175
Less than BB+/Ba1	200

; provided that, in the event that the Ratings of S&P and Moody's do not coincide, (i) the Applicable Margin set forth above opposite the lower of such Ratings will apply if the Ratings differ by only one level, (ii) the Applicable Margin consistent with the Rating one level above the lower Rating will apply if the ratings differ by two or more levels, and (iii), if there is no Ratings in effect, the Applicable Margin will be based on the Rating of less than BB+/Ba1.

"Base Rate" means, for any day, a rate per annum equal to the higher of (a) the Federal Funds Rate for such day, plus 1.50% and (b) the rate of interest in effect for such day as publicly announced from time to time by the Administrative Agent as its "prime rate". The "prime rate" is a rate set by the Administrative Agent based upon various factors including the Administrative Agent's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in the prime rate announced by the Administrative Agent shall take effect at the opening of business on the day specified in the public announcement of such change.

"CP Rate" means, for any Rate Period for any Portion of Investment (a) funded by a Pooled Funding Conduit Investor, the per annum rate equivalent to the weighted average cost (as determined by the related Funding Agent and which shall include commissions of dealers and placement agents (without duplication of any Fees for such purposes pursuant to Section 2.5)), incremental carrying costs incurred with respect to Commercial Paper maturing on dates other than those on which corresponding funds are received by the Conduit Investor (and not otherwise allocable to other investments or assets of such Conduit Investor), other borrowings by the Conduit Investor (other than under any Program Support Agreement) and any other costs associated with the issuance of Commercial Paper) of or related to the issuance of Commercial Paper that are allocated, in whole or in part, by the Conduit Investor or its Funding Agent to fund or maintain such Portion of Investment (and which may be also allocated in part to the funding of other assets of the Conduit Investor), and (b) funded by a Match Funding Conduit Investor for any Rate Period (which shall be a period selected in accordance with Section 2.4(b)) for any Portion of Investment funded by the Conduit Investor issuing Commercial Paper, the rate equivalent to the rate (or if more than one rate, the weighted average of the rates) at which Commercial Paper having a term equal to such Rate Period may be sold by any placement agent or commercial paper dealer selected by the Conduit Investor (which rate shall include commissions of dealers and placement agents and incremental carrying costs incurred with respect to (i) Commercial Paper maturities and/or dealer fees that may become due and payable on dates other than those on which corresponding funds are received by such Conduit Investor, and (ii) other borrowings by such Conduit Investor with respect to the issuance of Commercial Paper), provided, however, that if the rate (or rates) as agreed between any such placement agent or dealer and the Conduit Investor is a discount rate, then the rate (or if more than one rate, the weighted average of the rates) resulting from the Conduit Investor's converting such discount rate (or rates) to an interest-bearing equivalent rate per annum.

"Federal Funds Rate" means, for any day, the rate per annum (rounded upwards, if necessary, to the nearest 1/100 of 1%) equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the weighted average rate charged to the Administrative Agent on such day on federal fund transactions.

"Fluctuation Factor" means 1.5.

"Offshore Rate" means for any Rate Period (which shall be either one month or three months as directed by the SPV or the Administrative Agent, as applicable), a rate per annum determined by the Administrative Agent pursuant to the following formula:

Offshore Rate = Offshore Base Rate

1.00 - Eurodollar Reserve Percentage

Where,

"Offshore Base Rate" means, for such Rate Period:

(a) the rate per annum (carried out to the fifth decimal place) equal to the rate determined by the Administrative Agent to be the offered rate that appears on the page of the Telerate Screen that displays an average British Bankers Association Interest Settlement Rate (such page currently being page number 3750) for deposits in Dollars (for delivery on the first day of such Rate Period) with a term comparable to such Rate Period, determined as of approximately 11:00 a.m. (London time) two Business Days prior to the first day of such Rate Period, or

(b) in the event the rate referenced in the preceding subsection (a) does not appear on such page or service or such page or service shall cease to be available, the rate per annum (carried to the fifth decimal place) equal to the rate determined by the Administrative Agent to be the offered rate on such other page or other service that displays an average British Bankers Association Interest Settlement Rate for deposits in Dollars (for delivery on the first day of such Rate Period) with a term comparable to such Rate Period, determined as of approximately 11:00 a.m. (London time) two Business Days prior to the first day of such Rate Period, or

(c) in the event the rates referenced in the preceding subsections (a) and (b) are not available, the rate per annum determined by the Administrative Agent as the rate of interest at which Dollar deposits (for delivery on the first day of such Rate Period) in same day funds in the approximate amount of the applicable Portion of Investment to be funded by reference to the Offshore Rate and with a term comparable to such Rate Period would be offered by its London Branch to major banks in the offshore dollar market at their request at approximately 11:00 a.m. (London time) two Business Days prior to the first day of such Rate Period;

or such other comparable rate as any Alternate Investor is accustomed to using in transactions of this type; provided, that, for Wells Fargo Bank, N.A., "Offshore Base Rate" shall be defined as, on any day, the three-month Eurocurrency rate for Dollar deposits as reported on the Reuters Screen LIBOR01 Page (or on any successor or substitute page of such page); and

"Eurodollar Reserve Percentage" means, for any day during any Rate Period, the reserve percentage (expressed as a decimal, rounded upward to the next 1/100th of 1%) in effect on such day, whether or not applicable to any Investor, under regulations issued from time to time by the Board of Governors of the Federal Reserve System for determining the maximum reserve requirement (including any emergency, supplemental or other marginal reserve requirement) with respect to Eurocurrency funding (currently referred to as "eurocurrency liabilities"). The Offshore Rate shall be adjusted automatically as of the effective date of any change in the Eurodollar Reserve Percentage;

"Rate Period" means, unless otherwise mutually agreed by the applicable Funding Agent and the SPV, with respect to any Portion of Investment at any time, (a) funded by a Match Funding Conduit Investor or an Alternate Investor, the funding period then in effect with respect to such Portion of Investment determined in accordance with this Section 2.4; provided, that

(i) any Rate Period with respect to any Portion of Investment which would otherwise end on a day which is not a Business Day shall be extended to the next succeeding Business Day; provided, however, if Yield in respect of such Rate Period is computed by reference to the Offshore Rate, and such Rate Period would otherwise end on a day which is not a Business Day, and there is no subsequent Business Day in the same calendar month as such day, such Rate Period shall end on the next preceding Business Day; and

(ii) in the case of any Rate Period for any Portion of Investment which commences before the Termination Date and would otherwise end on a date occurring after the Termination Date, such Rate Period shall end on such Termination Date and the duration of each Rate Period which commences on or after the Termination Date shall be of such duration as shall be selected by the applicable Funding Agent

and (b) funded by a Pooled Funding Conduit Investor, (i) with respect to any Portion of Investment funded by the issuance of Commercial Paper, (A) initially the period commencing on (and including) the date of the initial purchase or funding of such Portion of Investment and ending on (and including) the second Business Day immediately prior to the Remittance Date next succeeding such purchase or funding, and (B) thereafter, each period commencing on (and including) the first day after the last day of the immediately preceding Rate Period for such Portion of Investment and ending on (and including) the second Business Day immediately prior to the second Remittance Day occurring after the end of the previous Rate Period; and (ii) with respect to any Portion of Investment not funded by the issuance of Commercial Paper, (A) initially the period commencing on (and including) the date of the initial purchase or funding of such Portion of Investment and ending on (but excluding) the next following Settlement Date, and (B) thereafter, each period commencing on (and including) a Settlement Date and ending on (but excluding) the next following Settlement Date; provided, that

(1) any Rate Period with respect to any Portion of Investment (other than any Portion of Investment accruing Yield at the CP Rate, in the case of a Pooled Funding Conduit Investor) which would otherwise end on a day which is not a Business Day shall be extended to the next succeeding Business Day; provided, however, if Yield in respect of such Rate Period is computed by reference to the Offshore Rate, and such Rate Period would otherwise end on a day which is not a Business Day, and there is no subsequent Business Day in the same calendar month as such day, such Rate Period shall end on the next preceding Business Day;

(2) in the case of any Rate Period for any Portion of Investment which commences before the Termination Date and would otherwise end on a date occurring after the Termination Date, such Rate Period shall end on such Termination Date and the duration of each Rate Period which commences on or after the Termination Date shall be of such duration as shall be selected by the Administrative Agent; and

(3) any Rate Period in respect of which Yield is computed by reference to the CP Rate may be terminated at the election of, and upon notice thereof to the SPV by, the Administrative Agent any time, in which case the Portion of Investment allocated to such terminated Rate Period shall be allocated to a new Rate Period commencing on (and including) the date of such termination and ending on (but excluding) the next following Settlement Date, and shall accrue Yield at the Alternate Rate.

"Rate Type" means the Offshore Rate, the Base Rate or the CP Rate.

"Yield" means:

(i) for any Portion of Investment during any Rate Period to the extent a Conduit Investor funds such Portion of Investment through the issuance of Commercial Paper,

$$CPR \text{ x } I \text{ x } \frac{D}{360}$$

(ii) for any Portion of Investment funded by an Alternate Investor and for any Portion of Investment to the extent the related Conduit Investor will not be funding such Portion of Investment through the issuance of Commercial Paper,

$$AR \text{ x } I \text{ x } \frac{D}{360}$$

where:

AR = the Alternate Rate for such Portion of Investment for such Rate Period,

CPR = the CP Rate for such Portion of Investment for such Rate Period,

D = the actual number of days during such Rate Period (including the first day and excluding the last day thereof), and

I = such Portion of Investment during such Rate Period

; provided that no provision of the Agreement shall require the payment or permit the collection of Yield in excess of the maximum permitted by applicable law; and provided, further, that at all times after the declaration or automatic occurrence of the Termination Date pursuant to Section 8.2, Yield for all Portions of Investment shall be determined as provided in clause (ii) of this definition.

(f) Offshore Rate Protection; Illegality. (i) If the Administrative Agent is unable to obtain on a timely basis the information necessary to determine the Offshore Rate for any proposed Rate Period, then

(A) the Administrative Agent shall forthwith notify the Funding Agents, which Funding Agents shall notify the Conduit Investors or Alternate Investors, as applicable, and the SPV that the Offshore Rate cannot be determined for such Rate Period, and

(B) while such circumstances exist, none of the Conduit Investors, the Alternate Investors, the Funding Agents or the Administrative Agent shall allocate any Portions of Investment with respect to Investments made during such period or reallocate any Portions of Investment allocated to any then existing Rate Period ending during such period, to a Rate Period with respect to which Yield is calculated by reference to the Offshore Rate.

(ii) If, with respect to any outstanding Rate Period, the Funding Agent on behalf of a Conduit Investor or any of the Alternate Investors on behalf of which the Administrative Agent holds any Portion of Investment notifies the Administrative Agent that it is unable to obtain matching deposits in the London interbank market to fund its purchase or maintenance of such Portion of Investment or that the Offshore Rate applicable to such Portion of Investment will not adequately reflect the cost to the Person of funding or maintaining such Portion of Investment for such Rate Period, then (A) the Administrative Agent shall forthwith so notify the SPV and the Investors and (B) upon such notice and thereafter while such circumstances exist none of the Administrative Agent, such Funding Agent, such Conduit Investor or Alternate Investors, as applicable, shall allocate any other Portions of Investment with respect to Investments made during such period or reallocate any Portion of Investment allocated to any Rate Period ending during such period, to a Rate Period with respect to which Yield is calculated by reference to the Offshore Rate.

(iii) Notwithstanding any other provision of this Agreement, if the Funding Agent on behalf of the related Conduit Investor or Related Alternate Investors, as applicable, shall notify the Administrative Agent that such Person has determined (or has been notified by any Program Support Provider) that the introduction of or any change in or in the interpretation of any Law makes it unlawful (either for such Conduit Investor, such Alternate Investor, or such Program Support Provider, as applicable), or any central bank or other Official Body asserts that it is unlawful, for such Conduit Investor, such Alternate Investor or such Program Support Provider, as applicable, to fund the purchases or maintenance of any Portion of Investment accruing Yield calculated by reference to the Offshore Rate, then (A) as of the effective date of such notice from such Person to the Administrative Agent, the obligation or ability of such Conduit Investor or such Alternate Investor, as applicable, to fund the making or maintenance of any Portion of Investment accruing Yield calculated by reference to the Offshore Rate shall be suspended until such Person notifies the Administrative Agent that the circumstances causing such suspension no longer exist and (B) each Portion of Investment made or maintained by such Person shall either (1) if such Person may lawfully continue to maintain such Portion of Investment accruing Yield calculated by reference to the Offshore Rate until the last day of the applicable Rate Period, be reallocated on the last day of such Rate Period to another Rate Period and shall accrue Yield calculated by reference to the Base Rate or (2) if such Person shall determine that it may not lawfully continue to maintain such Portion of Investment accruing Yield calculated by reference to the Offshore Rate until the end of the applicable Rate Period, such Person's share of such Portion of Investment allocated to such Rate Period shall be deemed to accrue Yield at the Base Rate from the effective date of such notice until the end of such Rate Period.

SCHEDULE II

Calculation of Required Reserves

"Required Reserves" at any time means the sum of (a) the Yield Reserve, plus (b) the Servicing Fee Reserve, plus (c) the Net Pool Balance multiplied by the greater of (i) the sum of the Loss Reserve Ratio and the Dilution Reserve Ratio and (ii) the Minimum Reserve Ratio, each as in effect at such time.

"Calculation Period" means each fiscal month of Arrow.

"Concentration Percentage" for any Obligor of any Receivable at any time means the greater of (a) the Special Concentration Percentage, if any, for such Obligor and (b) 4.00%.

"Daily Average Sales" for any three Calculation Periods means the quotient of (a) total sales during such Calculation Periods divided by (b) 91.

"Days Sales Outstanding" for any Calculation Period means the quotient (rounded, if necessary, to the nearest whole number) of (a) Net Receivables Outstanding as of the most recent Month End Date divided by (b) the Daily Average Sales for the three Calculation Periods ended on the most recent Month End Date.

"Default Ratio" for any Calculation Period means the quotient, expressed as a percentage, of (a) the aggregate Unpaid Balance of (i) each Receivable, the invoice date of which is 121-150 days prior to the Month End Date and (ii) each Receivable evidenced by a promissory note issued after the origination of such Receivable, the invoice date of which is less than 121 days prior to the Month End Date, divided by (b) the aggregate initial Unpaid Balance of Receivables which arose during the Calculation Period ending on the Month End Date four months prior.

"Dilution" means on any date an amount equal to the sum, without duplication, of the aggregate reduction effected on such day in the Unpaid Balances of the Receivables attributable to any non-cash items including credits, rebates, billing errors, sales or similar taxes, cash discounts, volume discounts, allowances, disputes (it being understood that a Receivable is "subject to dispute" only if and to the extent that, in the reasonable good faith judgment of the related Originator (which shall be exercised in the ordinary course of business) the Obligor's obligation in respect of such Receivable is reduced on account of any performance failure on the part of the related Originator), set-offs, counterclaims, chargebacks, returned or repossessed goods, sales and marketing discounts, warranties, any unapplied credit memos and other adjustments that are made in respect of Obligors; provided, that writeoffs related to an Obligor's bad credit shall not constitute Dilution.

"Dilution Horizon Ratio" for any Calculation Period means the quotient of (a) the aggregate amount of sales by the Originators giving rise to Receivables in the most recently concluded period consisting of the greater of (i) one and one-half (1.5) Calculation Periods and (ii) the weighted average dilution horizon calculated in accordance with the Agreed Upon Procedures as set forth in

Schedule V, divided by (b) the Net Pool Balance as of the Month End date for such Calculation Period.

"Dilution Ratio" for any Calculation Period means the ratio (expressed as a percentage) computed by dividing (a) the aggregate Dilution incurred during such Calculation Period, by (b) the aggregate amount of sales by the Originators giving rise to Receivables in the two month prior Calculation Period."

"Dilution Reserve Ratio" for any Calculation Period means the product of (a) the sum of (i) the product of the Dilution Stress Factor multiplied by the 12 month average Dilution Ratio, plus (ii) the Dilution Volatility Ratio multiplied by (b) the Dilution Horizon Ratio.

"Dilution Stress Factor" means (i) 1.75, with respect to any Calculation Period during which Arrow's senior unsecured debt is rated equal to or higher than BBB and Baa2 by S&P and Moody's, respectively, (ii) 2.00, with respect to any Calculation Period during which Arrow's senior unsecured debt is rated BBB- and Baa3 by S&P and Moody's, respectively, (iii) 2.25, with respect to any Calculation Period during which Arrow's senior unsecured debt is rated equal to or less than BB+ or Ba1 but greater than BB- and Ba3 by S&P or Moody's, respectively, and (iv) 2.50, with respect to any Calculation Period during which Arrow's senior unsecured debt is rated equal to or less than BB- or Ba3 by S&P or Moody's, respectively, or is not rated by each of S&P and Moody's, provided, however, that in the event the ratings of Moody's and S&P do not correspond, the "Dilution Stress Factor" shall be determined using the lower rating, provided, further, that in the event the respective ratings of Moody's or S&P differ within a Calculation Period, the "Dilution Stress Factor" shall be determined using the lower rating with respect to such Calculation Period.

"Dilution Volatility Ratio" for any Calculation Period means the product of (a) the difference between (i) the highest three-month average Dilution Ratio observed over the twelve consecutive Calculation Periods ending on the Month End Date of such Calculation Period (the "Dilution Spike") less (ii) the average of the Dilution Ratios observed over the twelve consecutive Calculation Periods ending on the Month End Date of such Calculation Period and (b) the quotient, expressed as a percentage, of (x) the Dilution Spike, divided by (y) the average of the Dilution Ratios observed over the twelve consecutive Calculation Periods ending on the Month End Date of such Calculation Period.

"Loss Horizon Ratio" for any Calculation Period means the quotient, expressed as a percentage, of (a) the aggregate initial Unpaid Balance of Receivables which arose during the prior three Calculation Periods, divided by (b) the Net Pool Balance at the most recent Month End Date.

"Loss Reserve Ratio" for any Calculation Period means the product of (a) 2.00, multiplied by (b) the Peak Default Ratio for such Calculation Period, multiplied by (c) the Loss Horizon Ratio for such Calculation Period; provided, however, that in the event that Arrow's senior unsecured debt is rated below BBB- or Baa3 but greater than BB- and Ba3 by S&P and Moody's, respectively, in any Calculation Period, the Loss Reserve Ratio for such Calculation Period means the product of (a) 2.25, multiplied by (b) the Peak Default Ratio for such Calculation Period, multiplied by (c) the Loss Horizon Ratio for such Calculation Period; provided, further, that in the event that Arrow's senior unsecured debt is rated equal to or below BB- or Ba3 by S&P and Moody's, respectively, or is not rated by each of S&P and Moody's, in any Calculation Period, the Loss Reserve Ratio for such Calculation Period means the product of (a) 2.50, multiplied by (b) the Peak Default Ratio for such Calculation Period, multiplied by (c) the Loss Horizon Ratio for such Calculation Period; provided, further, that in the event the ratings of Moody's and S&P do not correspond, the "Loss Reserve Ratio" shall be determined using the lower rating.

"Minimum Reserve Ratio" for any Calculation Period means the sum of (a) 4.00, multiplied by the percentage set forth in clause (b) of the definition of "Concentration Percentage", plus (b) the product of (i) the Dilution Ratio multiplied by (ii) the Dilution Horizon Ratio; provided, however, that in the event that Arrow's senior unsecured debt is rated equal to or below BB+ or Ba1 by S&P and Moody's, respectively, or is not rated by each of S&P and Moody's, in any Calculation Period, the Minimum Reserve Ratio for such Calculation Period means the sum of (a) 5.00, multiplied by the percentage set forth in clause (b) of the definition of "Concentration Percentage", plus (b) the product of (i) the Dilution Ratio multiplied by (ii) the Dilution Horizon Ratio; provided, further, that in the event the ratings of Moody's and S&P do not correspond, the "Minimum Reserve Ratio" shall be determined using the lower rating.

"Month End Date" means the last day of each fiscal month of Arrow.

"Net Receivables Outstanding" means, as of any Month End Date, the difference between (a) the amount of accounts receivables as reflected in the SPV's books and records in accordance with GAAP as of such Month End Date minus (b) the aggregate amount of the allowance for the collection of doubtful Receivables as reflected in the SPV's books and records in accordance with GAAP as of such Month End Date.

"Peak Default Ratio" for any Calculation Period means the highest three-month rolling average Default Ratio observed during the twelve consecutive Calculation Periods ending on the Month End Date of such Calculation Period.

"Servicing Fee Reserve" at any time means an amount equal to the product of (a) the aggregate Unpaid Balance of Receivables as of the most recent Month End Date, (b) 0.50%, and (c) the quotient of (i) 2.0 multiplied by Days Sales Outstanding, divided by (ii) 360.

"Special Concentration Percentage" for any Obligor of any Receivable at any time means, in the case of any Obligor which has (or the parent company of which has) a long-term debt rating from each of S&P and Moody's not lower than the applicable rating set forth in the left-hand column below, the percentage set forth opposite the applicable ratings in the right-hand column below:

Long Term Ratings S&P and Moody's	Special Concentration Percentage
"A-" and "A3"	12.00%
"BBB-" and "Baa3"	6.00%

Any Obligor which does not have (and the parent company of which does not have) the ratings described above shall not have a Special Concentration Limit, provided, however that with the consent of each Investor, the Administrative Agent may, in its reasonable discretion, determine a Special Concentration Percentage for an Obligor.

"Yield Reserve" for any Calculation Period means an amount equal to the product of (a) the Net Investment as of the most recent Month End Date, (b) 1.5, (c) the Base Rate and (d) the quotient, expressed as a percentage, of (i) 2.00 multiplied by the Days Sales Outstanding divided by (ii) 360.

SCHEDULE III

(Settlement Procedures)

Sections 2.12 through 2.15 of the Agreement shall be read in their entirety as follows:

SECTION 2.12 Settlement Procedures. (a) Daily Procedure. On each Business Day, the Master Servicer shall, out of the Collections of Receivables received or deemed received by the SPV or the Master Servicer since the immediately preceding Business Day:

(i) set aside and hold in trust for the benefit of the Administrative Agent, on behalf of the Funding Agents for the benefit of the Investors, an amount equal to the aggregate of the Yield (which, in the case of Yield computed by reference to the CP Rate with respect to a Portion of Investment funded by a Pooled Funding Conduit Investor, shall be determined for such purpose using the CP Rate most recently determined by the Related Funding Agent, multiplied by the Fluctuation Factor) and Servicing Fee in each case accrued through such day for all Portions of Investment and any other Aggregate Unpaids (other than Net Investment) accrued through such day and in each case not previously set aside; and

(ii) set aside and hold in trust for the benefit of the Administrative Agent on behalf of the Funding Agents for the benefit of the Investors an amount equal to the excess, if any, of

(A) the greatest of:

(1) if the SPV shall have elected to reduce the Net Investment under Section 2.13, the amount of the proposed reduction,

(2) the amount, if any, by which the sum of the Net Investment and Required Reserves shall exceed the Net Pool Balance, together with the amount, if any, by which the Net Investment shall exceed the Maximum Net Investment, and

(3) if such day is on or after the Termination Date (other than a Special Termination Date), the Net Investment, and

(4) if such day is on or after a Special Termination Date, the aggregate of the Net Investments held by such Investor(s) with respect to which such Special Termination Date has occurred; over

(B) the aggregate of the amounts theretofore set aside and then so held for the benefit of the Administrative Agent pursuant to this clause (ii); and

(iii) pay the remainder, if any, of such Collections to the SPV for application to Reinvestment, for the benefit of the Administrative Agent, on behalf of the Funding Agents for the benefit of the Investors, in the Receivables and other Affected Assets in accordance with Section 2.2(b). To the extent and for so long as such Collections may not be reinvested pursuant to Section 2.2(b), the Master Servicer shall set aside and hold such Collections in trust for the benefit of the Administrative Agent.

(b) Yield Payment Date and Remittance Date Procedure.

(i) The Master Servicer shall deposit into the Administrative Agent's account on each Yield Payment Date, out of amounts set aside pursuant to clause (i) of Section 2.12(a), an amount equal to the accrued and unpaid Yield for the related Rate Period.

(ii) The Master Servicer shall deposit into the Administrative Agent's account on each Remittance Date, out of amounts set aside pursuant to clause (i) of Section 2.12(a), the Servicing Fee and any other Fees due and payable pursuant to Section 2.5.

(iii) Notwithstanding clauses (i) and (ii) of Section 2.12(b), amounts set aside pursuant to clause (i) of Section 2.12(a) in respect of the Servicing Fee shall not be deposited by the Master Servicer into the Administrative Agent's account to the extent that the Master Servicer is then entitled to retain such amounts pursuant to Section 2.12(c), from which amounts the Master Servicer shall pay the Servicing Fee on the Remittance Date for its own account.

(c) Settlement Date Procedure.

(i) The Master Servicer shall deposit into the Administrative Agent's account, on each Business Day selected by the SPV for a reduction of the Net Investment under Section 2.13, the amount of Collections held for the Administrative Agent pursuant to Section 2.12(a)(ii).

(ii) On any date on or prior to the Termination Date, if the sum of the Net Investment and Required Reserves exceeds the Net Pool Balance, the Master Servicer shall immediately pay to the Administrative Agent's account from amounts set aside pursuant to clause (ii) or (to the extent not theretofore reinvested) clause (iii) of Section 2.12(a) an amount equal to such excess.

(iii) On each Settlement Date, the Master Servicer shall deposit to the Administrative Agent's account on behalf of Funding Agents for the benefit of the Investors:

(A) out of the amounts set aside pursuant to clause (i) of Section 2.12(a) and not theretofore deposited in accordance with Section 2.12(b), (if none of Arrow and its Affiliates is then the Master Servicer) the Servicing Fee, together with any other accrued Aggregate Unpaids (other than Net Investment and other than Yield with respect to any Rate Period not ending on or to such Settlement Date), in each case then due; and

(B) out of the amount, if any, set aside pursuant to clause (ii) and (to the extent not theretofore reinvested) clause (iii) of Section 2.12(a) and not theretofore deposited to the Administrative Agent's account pursuant to this Section 2.12(c), an amount equal to the lesser of such amount and the Net Investment;

provided, however, that the Administrative Agent hereby gives its consent (which consent may be revoked upon the occurrence of a Termination Event or Potential Termination Event), for the Master Servicer to retain amounts which would otherwise be deposited in respect of accrued and unpaid Servicing Fee, in which case if such amounts are so retained, no distribution shall be made in respect of such Servicing Fee under clause (d) below. Any amounts set aside pursuant to Section 2.12(a) in excess of the amount required to be deposited in the Administrative Agent's account pursuant to this subsection (c) or pursuant to subsection (b) above shall, solely to the extent then required by Section 2.12(a), continue to be set aside and held in trust by the Master Servicer for application on the next succeeding Settlement Date(s).

(d) Order of Application. (i) Upon receipt by the Administrative Agent of funds deposited pursuant to subsection (b), the Administrative Agent shall distribute them to the Investors, pro rata based on the amount of Yield owing to each of them (as so notified by the Related Funding Agents to the Administrative Agent in accordance with Section 2.12(d)), in payment of the accrued and unpaid Yield on the Portion of Investment for the related Rate Period. Upon receipt by the Administrative Agent of funds deposited pursuant to subsection (c), the Administrative Agent shall distribute them to the Persons, to the extent and for the purposes and in the order of priority set forth below:

(1) to the Investors, pro rata based on the amount of accrued and unpaid Yield owing to each of them, in payment of the accrued and unpaid Yield on all Portions of Investment;

(2) if Arrow or any Affiliate of Arrow is not then the Master Servicer, to the Master Servicer in payment of the accrued and unpaid Servicing Fee payable on such Settlement Date;

(3) provided no Termination Date has occurred and is continuing, to the Investors with respect to which a Special Termination Date has occurred, pro rata based on their respective interests in the Asset Interest (as determined in accordance with Section 2.1(b)), in reduction of the Net Investment held by such Investors;

(4) to the Investors, pro rata based on their respective interests in the Asset Interest (as determined in accordance with Section 2.1(b)), in reduction of the Net Investment;

(5) to the Investors, pro rata in payment of any Aggregate Unpaids in respect of breakage costs owed by the SPV hereunder to such Investors;

(6) to the Administrative Agent and the applicable Funding Agents, and Investors, pro rata in payment of any other Aggregate Unpaids owed by the SPV hereunder to such Person (other than Net Investment, Yield and Servicing Fee); and

(7) if Arrow or any Affiliate of Arrow is the Master Servicer, to the Master Servicer in payment of the accrued Servicing Fee payable on such Settlement Date, to the extent not retained pursuant to subsection (c) above.

(ii) In determining the amount of Yield owed to each Investor, the Administrative Agent shall be entitled to rely on the information provided by the Related Funding Agent, which information shall be delivered no later than the Business Day prior to a Yield Payment Date to the SPV, the Master Servicer and the Administrative Agent. The SPV shall be entitled to rely on such information for all purposes under the Transaction Documents.

SECTION 2.13 Optional Reduction of Net Investment. The SPV may at any time elect to cause the reduction of the Net Investment as follows:

(a) the SPV shall instruct the Master Servicer to (and the Master Servicer shall) set aside Collections and hold them in trust for the Administrative Agent under clause (ii) of Section 2.12(a) until the amount so set aside shall equal the desired amount of reduction;

(b) the SPV shall give the Administrative Agent at least one Business Day's prior written notice of the amount of such reduction and the date on which such reduction will occur and the Administrative Agent shall promptly forward such notice to each Funding Agent; and

(c) on each Settlement Date occurring at least the Required Notice Days (defined below) after the date of the SPV's notice, the Master Servicer shall pay to the Administrative Agent, in reduction of the Net Investment, the amount of such Collections so held or, if less, the Net Investment (it being understood that the Net Investment shall not be deemed reduced by any amount set aside or held pursuant to this Section 2.13 unless and until, and then only to the extent that, such amount is finally paid to the Administrative Agent as aforesaid); provided that, the amount of any such payment and reduction shall be not less than $1,000,000. For purposes hereof "Required Notice Days" means (i) no later than 3:00 p.m. (New York City time) one (1) Business Day in the case of a reduction of Net Investment of up to $50,000,000, in which case the Administrative Agent shall notify the Funding Agent for each Conduit Investor and Alternate Investor, as applicable, of the Administrative Agent's receipt of the SPV's notice no later than 4:00 p.m. on such day, (ii) no later than 3:00 p.m. (New York City time) two (2) Business Days in the case of a reduction of Net Investment of at least $50,000,001 and less than $100,000,000, in which case the Administrative Agent shall notify the Funding Agent for each Conduit Investor and Alternate Investor, as applicable, of the Administrative Agent's receipt of the SPV's notice no later than 4:00 p.m. on such day and

(iii) no later than 3:00 p.m. (New York City time) three (3) Business Days in the case of a reduction of Net Investment of $100,000,000 or more, in which case the Administrative Agent shall notify the Funding Agent for each Conduit Investor and Alternate Investor, as applicable, of the Administrative Agent's receipt of the SPV's notice no later than 4:00 p.m. on such day.

SECTION 2.14 Application of Collections Distributable to SPV. Unless otherwise instructed by the SPV, the Master Servicer shall allocate and apply, on behalf of the SPV, Collections distributable to the SPV hereunder first, to the payment or provision for payment of the SPV's operating expenses, as instructed by the SPV, second, to the payment or provision for payment when due of accrued interest on any Subordinated Obligations payable by the SPV to Arrow under the First Tier Agreement, third, to the payment to Arrow of the purchase price of new Receivables in accordance with the First Tier Agreement, fourth, to the payment to Arrow of any Subordinated Obligations payable by the SPV to Arrow pursuant to the First Tier Agreement, and fifth, to the making of advances to Arrow pursuant to Section 3.2 of the First Tier Agreement, subject to Section 6.2(k). Any amounts distributable to the SPV and not allocated pursuant to this Section 2.14, may, at the option of the SPV, be invested in Eligible Investments or in direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America.

SECTION 2.15 Collections Held in Trust. So long as the SPV or the Master Servicer shall hold any Collections or Deemed Collections then or thereafter required to be paid by the SPV to the Master Servicer or by the SPV or the Master Servicer to the Administrative Agent, it shall hold such Collections in trust, and, if requested by the Administrative Agent after the occurrence and during the continuance of a Termination Event or Potential Termination Event (if such Potential Termination Event is not capable of being cured), shall deposit such Collections within one Business Day of receipt thereof into the Collection Account. The Net Investment shall not be deemed reduced by any amount held in trust by the Master Servicer or in the Collection Account pursuant to Section 2.12 unless and until, and then only to the extent that, such amount is finally paid to the Administrative Agent in accordance with Section 2.12(c).

SCHEDULE IV

Calculation of Fees

"Facility Fee" means a fee, calculated on the basis of the actual number of days elapsed divided by 360 and payable to each Related Funding Agent on each Remittance Date (to be allocated among such Related Funding Agent, the Conduit Investor associated with such Related Funding Agent, and its Related Alternate Investor, as appropriate), in an amount equal to the product of (i) the daily average of such Related Alternate Investor's Commitment during the calendar month immediately prior to such Remittance Date, as applicable, and (ii) the rate per annum (the "Facility Fee Rate") determined based upon the rating of Arrow's unsecured long-term debt by S&P and Moody's as set forth below under "Facility Fee Rate," provided, however, that in the event that the ratings of S&P and Moody's do not correspond, the rate shall be determined using the lower of the ratings, and provided, further, that in the event that the rating changes during a calendar month, the rate shall be determined using a weighted daily average of rates in effect during such calendar month.

"Participation Fee" means a fee payable on the Renewal Date to each of the Funding Agents in the amount of the product of (i) 0.05% times (ii) the respective Conduit Funding Limit or Alternate Investor's Commitment, as applicable, listed on Schedule A next to each Related Funding Agent's name.

"Program Fee" means a fee, calculated on the basis of the actual number of days elapsed divided by 360 and payable to each Conduit Investor, on each Remittance Date, in an amount equal to the product of (x) the daily average Net Investment held by such Conduit Investor during the calendar month immediately prior to such Remittance Date, and (y) the rate per annum determined based upon the rating of Arrow's senior unsecured debt by S&P and Moody's as set forth below under "Program Fee Rate (Per Annum); provided, however, that in the event that the ratings of S&P and Moody's do not correspond, the rate shall be determined using the lower of the ratings, and provided, further, that in the event that the rating changes during a calendar month, the rate shall be determined using a weighted daily average of rates in effect during such calendar month

	Facility Fee	Program Fee
Rating	Rate (Per Annum)	Rate (Per Annum)
S&P/Moody's		
Greater than or equal to BBB+/Baa1	0.40%	0.40%
BBB/Baa2	0.45%	0.45%
BBB-/Baa3	0.50%	0.50%
BB+/Ba1	0.55%	0.55%
BB/Ba2	0.60%	0.60%
BB-/Ba3	0.65%	0.65%
Less than BB-/Ba3 or not rated by each of S&P and Moody's	Base Rate	Base Rate

SCHEDULE V

AGREED UPON PROCEDURES

1. *Monthly Report – Originator Level*

Verify the accuracy of the monthly reports for Month#1 and Month#2.

- Determine whether the items shown on the monthly report complies with the terms of the TAA, such as proper reporting of the rollforward and aging and proper calculation of ineligibles.

- Verify the accuracy of the large obligor (concentrations) and payable and contra information provided to the corporate location for possible inclusion in the consolidated monthly report.

- Trace line items to supporting documentation (and to the general ledger, if applicable), including tracing cash back to the bank statements. Recalculate line items.

2. *Monthly Report – Consolidated / Consolidating*

Verify the accuracy of the monthly report for Month#1 and Month#2.

- Determine whether the rollforward, aging, and eligible receivables are accurately stated by tracing line items for the various originators to the consolidating schedule.

- Recalculate the consolidated ratios in accordance with the definitions in the TAA.

- Review supporting documentation for determining the obligor concentrations. Ascertain that the concentration information was accurately included in the consolidating and consolidated concentration information.

- Prepare a chart of the line items analyzed and a comparison of the company prepared figures to those you recomputed. Briefly describe the nature of the supporting documentation for each line item.

3. *Obligor Concentration*

Ask management to provide you with an aged listing of the 10 largest obligors (aggregating exposure among affiliated obligors) at month end Month#2. Verify the accuracy of this information on a sample basis by tracing amounts to the summary or detailed aged receivable trial balance. Include the payment terms granted to each obligor in your exhibit. Attach this listing as an exhibit to your report.

4. *Aging*

For Month#1 and Month#2, obtain the reconciliation of the aging per monthly report to the aged trial balance & the general ledger. Describe the nature of any significant reconciling items. Note the timeliness of completion. Summarize each of the reconciliations and include the details for each significant reconciling item in the report.

Include a description of the aging methodology in your report (i.e. DPI). Describe how unapplied amounts and/or partial payments affect an account's aging status.

Select 10 invoices from among the various aging categories at month end Month#2, and:

- Determine if the accounts are being properly aged in accordance with the terms and methodology. Note any accounts that may be aged in a non-conforming manner.

- Determine whether the terms of payment on the sale receipt would make the sales receipt ineligible for purchase. If so, determine if the company is properly excluding such invoices from sale to the conduits.

- Obtain the related documentation pertaining to proof of delivery. Determine that the invoices were issued either coincident with or subsequent to the purchase of goods.

- Prepare a listing of the accounts analyzed with an indication of the aging accuracy, the payment terms as stated on the face of the invoice, which entity the invoice relates to, and reason for delinquency, if any.

- Verify the originator name listed on each invoice and whether the name matches the name of an Originator listed in the underlying transaction documents and indicate whether the Originator is eligible.

Discuss with management the magnitude of accounts/invoices in the aging at the end of Month#2 that have been extended, modified or restructured.

Ask management to provide an aging of debit balances only as of a recent month end (i.e. no credits in the aging buckets). Compare debit balance aging totals to the aging on the monthly report. Recalculate the delinquency ratio based on debit balance aging and compare it to the ratio reported on the monthly report.

5. *Dilution - Credit Memos & Rebills*

Select 30 credit memos that were issued in the last 2-3 months (SPECIFIED MONTHS). Compute the weighted average dilution horizon (WADH). Prepare a table summarizing the WADH by entity and by type (returns, discounts, allowances, rebates, etc.) of credit memo. In addition, compare this year's WADH with what was calculated in the prior audit.

6. *Invoice Resolution Test*

Select a sample of 10 invoices dating from Month 200X (three months prior) and trace these invoices through to resolution (i.e. collection, dilution, write-off, or delinquent). Prepare a listing of each invoice analyzed and include this detailed information in an exhibit to your report. Be sure to include the payment terms on the face of invoice your exhibit.

7. *Delinquent Obligors*

Obtain from management a listing of the 10 obligors that comprise the largest portion of the 61-90 DPI aging bucket at month end Month#2. Note what actions have been taken by management to expedite payment and the expected resolution. Inquire as to the reasons for material past due amounts. In your report, note whether or not these balances were paid as of the date of fieldwork. Include this analysis as an exhibit to your report.

8. *Write-offs*

Obtain an understanding of the method used to write off uncollectible accounts (i.e.: write off to an accrued allowance account or write off directly to the bad debt expense). Review the appropriate general ledger account (e.g. bad debt allowance account) for conformity with the write offs reported on the Receivables Rollforward. Provide an explanation for any variances noted.

Obtain from management the 5 largest write-offs in the 6-12 months ended Month#2. Obtain an explanation for each write-off and determine which aging bucket these receivable amounts were in at the time they were written-off. Be sure to include the date of the write-off in your analysis. Include this analysis as an exhibit to your report.

9. ***Collection Methodology***

Obtain a current listing of the lockbox/collection account(s) into which collections on purchased receivables are deposited. Compare this to the listing presented in the TAA.

Examine the most recent bank statement/general ledger reconciliations for the 1-2 largest lockbox/collection account(s), noting the timeliness of completion and materiality of any unreconciled variances. Which entity's name is on each of these bank statements?

Ask management to prepare a schedule for Month#1 and Month#2 summarizing collections by obligor remittance location.

SECTION 18.13 Location of Remittance:	SECTION 18.14 Bank Name SECTION 18.15 Account Number SECTION 18.16 Account Holder	ARTICLE XIX **Month#1** ARTICLE XX ($000's)	ARTICLE XXI **%**	ARTICLE XXII **Month#2** ($000's)	**%** ARTICLE
Collection Account (via Lockbox, Wire Transfer or ACH)		$		$	
Company's office					
Other (describe)					
(a) TOTAL Deposits per Bank Statements		**$**		**$**	
(b) **Less: Non-AR related Deposits**					
(c) Subtotal		**$**	**100.00%**	**$**	**100.00%**
(d) **+/- Reconciling items**					
(e) Total Collections per Monthly Report		**$**		**$**	

Verify the accuracy of the information on the Excel spreadsheet by tracing the data to the bank statements, accounting records, and the monthly report. Explain any large reconciling items.

If any of the collections are remitted directly to the company's offices, ask management where (bank name & account number) these in-house receipts are eventually deposited. If the amount of monthly in-house collections cannot be precisely quantified, ask for an estimate. Also, describe how promptly such collections are being deposited into the bank account (i.e. are the payments deposited within 2 business days or do they wait until the end of the week before making the deposit?).

10. ***Cash Applications Test***

Select a sample of 5 cash receipts from a recent cash collections report and determine if the cash was applied to the correct invoices and if the paid invoices were promptly removed from the aging. (In your sample, attempt to select one receipt from each of the remittance locations noted in the preceding step.)

11. ***Credit & Collection Policy / Credit File Review***

Inquire as to any material changes/updates in the Credit and Collection Policy since Month [20XX]. If so, obtain a copy of any revisions. If not, inquire if any changes are being planned.

Select [3-5] credit files for a sample active new receivable obligors (i.e. recently granted credit for the first time) in the last 6-12 months. Test adherence to the company's Credit Policy, including: proper credit approval, recency/date of financial information (D&B, financial statements), credit references, adherence to credit limit, etc. Prepare a listing of the files analyzed, noting your results and the adequacy of compliance with the required terms.

12. ***Daily Balances***

Obtain the daily receivable balances for Month#1 and Month#2 (OR use daily sales and daily collections to create a pro-forma daily AR balance). Graph this information and include both the underlying data and the graph in your report.

13. ***Contras/Payables Concentration***

Inquire of management regarding any known contra accounts. For any known contra accounts, obtain the receivable balance and the payable balance at month end Month#2. Confirm that any contra offset amounts are included in the ineligible receivables calculation. Attach your analysis as an exhibit to the report.

14. ***Accounting Entries Relating to the Transaction***

Determine whether the receivables being transferred were done so in accordance with the Sale Agreement and TAA by reviewing the most recent the journal entries made on the books & records of the various entities involved. In each case, be sure to note the date the entries were recorded, trace the journal entries to the respective general ledgers, and attach copies of the journal entries to your report.

- Review the entries made on the books & records of Arrow Electronics, Inc., Arrow Asia Distribution Limited, Arrow Enterprises Computing Solutions, Inc. ("Originators") to reflect the sale of the receivables to Arrow Electronics Funding Corporation ("SPE"). Note whether or not the funds received by Originator from the SPE were commensurate with the value of the receivables transferred. What discount rate was used by the Originator? Ask management to provide (ideally in writing) the rationale behind the establishment of the discount rate.

- Review the entries made on the books & records of the SPE to reflect the purchase of receivables from the Originator.

- Review the entries made on the books & records of SPE to reflect the sale of an interest in the receivables to the conduit(s). Note that the initial funding date was [XX/XX/XX].

15. ***Computer Systems & Reporting***

Determine whether the master data processing records are marked with a legend in accordance with the terms of the TAA to indicate the ownership interest. Ascertain the coding used to identify the purchased receivables on the system. Briefly describe the legend and the coding in your report. Is there a header or note on the aging indicating that the receivables are no longer owned by the Originators (Arrow Electronics, Inc., Arrow Asia Distribution Limited, Arrow Enterprises Computing Solutions, Inc.)?

How is the fact that the receivables are securitized reflected on the Originators' (Arrow Electronics, Inc., Arrow Asia Distribution Limited, Arrow Enterprises Computing Solutions, Inc.) general ledger?

Inquire of management if any significant changes have been made to the computer systems used in servicing the receivables since [XX/XX/XX]. If so, document any changes. If not, inquire as to whether any changes are being planned.

Inquire of management when Arrow Electronics, Inc. ("Servicer or Originator") last tested its disaster recovery plan, what the results were, how any issues were addressed, and when the next disaster recovery test will be conducted.

16. ***Audits - Internal & External***

Inquire if Internal Auditors have performed any reviews of the credit procedures and/or receivable system during [20XX/the last twelve months]. Review copies of any internal audit reports. Include in your report a list of any issues that may pertain to the receivables being purchased and related areas (i.e. EDP, collections, invoicing or general ledger systems) and how these issues have been/will be addressed. Discuss with the Internal Auditors their planned schedule of coverage in [20XX/the next twelve months].

Discuss with the Public Accounting Firm ("External Auditors" or [AUDIT FIRM NAME]) the results from the receivable confirmation procedures performed in connection with the [XX/XX/XX] FYE financial audit of the

Servicer or Originator – Arrow Electronics, Inc. If possible, quantify the extent of the coverage and specify the type of procedures used (negative/positive confirmations, subsequent cash receipts), noting any issues.

Obtain a copy of the Management Letter (if any) prepared in conjunction with the [XX/XX/XX] FYE financial audit of the Servicer. Note any weaknesses identified in the Servicer's receivable operations and/or related controls (i.e. EDP and general ledger systems). Discuss the current status of these issues with management.

Regarding the Sarbanes-Oxley Act requirements, review the 10K filing (Annual report - SEC, EDGAR, or Company's website). State in your report the External Auditor's opinion on the effectiveness of the client's internal controls. If any deficiencies are noted in their opinion, discuss with management steps taken to resolve any deficiencies relating to receivables.

17. *Seller/Originator*

Ask management to provide details regarding any events that may impact the UCC Financing Statement filings such as mergers, acquisitions, asset sales, or any changes in corporate names, location of chief executive offices, location of books and records relative to receivables. Provide a legal organizational chart indicating where receivables are originated. Validate the listing matches the Originators listed in the underlying documents.

SCHEDULE 4.1(g)

List of Actions and Suits

Arrow Electronics, Inc.

N/A

Arrow Electronics Funding Corporation

N/A

SCHEDULE 4.1(i)

Location of Certain Offices and Records

Arrow Electronics Funding Corporation
Location of Certain Offices and Records

Principal Place of Business: 7459 South Lima Street
Building 2
Englewood, Colorado 80112

Chief Executive Office: 7459 South Lima Street
Building 2
Englewood, Colorado 80112

Location of Records: 7459 South Lima Street
Building 2
Englewood, Colorado 80112

Arrow Electronics, Inc.
Location of Certain Offices and Records

Principal Place of Business: 50 Marcus Drive
Melville, New York 11747

Chief Executive Office: 50 Marcus Drive
Melville, New York 11747

Location of Records: 50 Marcus Drive
Melville, New York 11747

SCHEDULE 4.1(k)

List of Subsidiaries, Divisions and Tradenames; FEIN

Subsidiaries: None.

Divisions: None.

Tradenames: None.

Federal Employer
Identification Number: 22-3786784

SCHEDULE 4.1(s)

List of Blocked Account Banks and Blocked Accounts

Blocked Account Bank	Account Number(s)	Lockbox Number(s)	
JPMorgan Chase Bank, N.A.	144091191	N/A	
One Chase Manhattan Plaza			
New York, NY 10005			
212.552.5729			
Contact Person: Max Toscano, 7th Floor	304239488	N/A	
Bank of America, National Association		350090	
Bank of America Plaza		13469	
Mailcode: NC1-002-27-05	1486700243	21174	
101 S. Tryon Street			
Charlotte, NC 28255			
704.386.7007			
Contact Person: Joshua Thomas	1233207297		13219
Wells Fargo Bank, N.A.			
375 Park Avenue, 3rd Floor			
New York, NY 10152-0002		0951597	
Attn: Jordan Fragiacoma	2000011045638	0079329	

SCHEDULE 11.3

Address and Payment Information

If to the Conduit Investors:

(1) Liberty Street Funding LLC
c/o Global Securitization Services, LLC
114 West 47th Street
Suite 1715
New York, New York 10036
Attention: Andrew L. Stidd
Telephone: 212/302-5151
Facsimile: 212/302-8767

(2) Gotham Funding Corporation
c/o The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch
1251 Avenue of the Americas
New York, New York 10020
Attention: Securitization Group
Telephone: 212/782-4908
Facsimile: 212/782-6448

(3) Bryant Park Funding LLC
c/o Global Securitization Services, LLC
68 South Service Road, Suite 120
Melville, New York 11747
Attention: Ed William
Telephone: 631/930-7271
Facsimile: 212/302-8767

(4) Starbird Funding Corp.
c/o Global Securitization Services, LLC
114 West 47th Street, Suite 2310
New York, NY 10036
Attention: Frank B. Bilotta
Telephone: 212/295-2777
Facsimile: 212/302-5151

If to the Alternate Investors:

(1) Bank of America, National Association
NC1-027-21-04

214 North Tryon Street, 21st Floor
Charlotte, North Carolina 28255
Attention: Global Asset Backed Securitization Group;
Portfolio Management
Attention: Robert R. Wood and Jessica Richmond
Telephone: 704/388-8371
Facsimile: 704/387-2828

(2) The Bank of Nova Scotia
1 Liberty Plaza, 26th Floor
New York, New York 10006
Attention: Michael Eden
Telephone: 212/225-5070
Facsimile: 212/225-5290

(3) The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch
1251 Avenue of the Americas
New York, New York 10020
Attention: Securitization Group
Telephone: 212/782-4908
Facsimile: 212/782-6448

(4) Wells Fargo Capital Finance
6 Concourse Parkway
Suite 1450
Atlanta, Georgia 30328
Attention: William P. Rutkowski
Telephone: 404/732-0816
Facsimile: 404/732-0802

(5) BNP Paribas, New York Branch
787 Seventh Avenue
New York, NY 10019
Attention: Doo-Sik Nam
Telephone: 212/471-8158
Facsimile: 212/841-2140

(6) HSBC Bank plc
8 Canada Square
London E14 5HQ
United Kingdom
Attention: Mawgan Harris
Telephone: +44 207 992 2255

Facsimile: 020-7991-4806

With a copy to:

Attention: Thomas Carroll
452 Fifth Avenue
New York, NY 10018
Telephone: 212/525-2059
Facsimile: 646/366-3476

If to the Funding Agents:

(1) Bank of America, National Association,
as Funding Agent
NC1-027-21-04
214 North Tryon Street, 21st Floor
Charlotte, North Carolina 28255
Attention: Global Asset Backed Securitization Group;
Portfolio Management
Attention: Robert R. Wood and Jessica Richmond
Telephone: 704/388-8371
Facsimile: 704/387-2828

Payment Information:

Bank of America
ABA 026009593
Account No.: 000687650048
Account Name: BofA as Agent – Arrow Electronics

(2) The Bank of Nova Scotia,
as Funding Agent for Liberty Street Funding Corp.
1 Liberty Plaza, 26th Floor
New York, New York 10006
Attention: Michael Eden
Telephone: 212/225-5070
Facsimile: 212/225-5290

Payment Information:

The Bank of Nova Scotia- New York Agency
ABA No. 026-002-532
Account No. 02158-13

Reference: Arrow Electronics Funding Corporation [Reason for Payment]

(3) The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch,
as Funding Agent for Gotham Funding Corporation
1251 Avenue of the Americas
12th Floor
New York, New York 10020
Attention: Securitization Group
Telephone: 212/782-4908
Facsimile: 212/782-6448

Payment Information:

Bank of Tokyo-Mitsubishi UFJ Trust Company
ABA No. 026-009-687
Account Name: Gotham Funding Corporation
Account No. 310035147
Reference: Arrow - Electronics

(4) Wells Fargo Bank, N.A.,
as Funding Agent
Wells Fargo Capital Finance
6 Concourse Parkway
Suite 1450
Atlanta, Georgia 30328
Attention: Tim Brazeau
Telephone: (404) 732-0822
Facsimile: (404) 732-0802

Payment Information:

Wells Fargo Bank, N.A.
ABA No. 053000219
Account Name: Leverage Finance – NC
Account No. 2070482789126
Reference: Arrow Electronics

(5) BNP Paribas, New York Branch
787 Seventh Avenue
New York, NY 10019
Attention: Doo-Sik Nam
Telephone: 212/471-8158
Facsimile: 212/841-2140

Payment Information:

Deutsche Bank Trust Company Americas
ABA No. 021-001-033
Account Name: Port Starbird.3
Account No. 01-41-9647
Reference: Arrow Electronics Funding Corporation

(6) HSBC Bank plc
8 Canada Square
London E14 5HQ
United Kingdom
Attention: Mawgan Harris
Telephone: +44 207 992 2255
Facsimile: 020-7991-4806

With a copy to:

Attention: Thomas Carroll
452 Fifth Avenue
New York, NY 10018
Telephone: 212/525-2059
Facsimile: 646/366/3476

Payment Information:

HSBC Bank plc
ABA No. 021001088
Account Name: Bryant Park - Arrow
Account No. 00260010-2
Reference: Arrow Electronics
Attention: Audrey Zabriskie

If to the SPV:

Arrow Electronics Funding Corporation
7459 South Lima Street
Building 2
Englewood, Colorado 80112
Telephone:
Facsimile:

Payment Information:
Chase Manhattan Bank

ABA 021 000 021
Account No. 323-1-96500
Reference A/R Securitization Funding

If to Arrow or the Master Servicer:

Arrow Electronics, Inc.
50 Marcus Drive
Melville, New York 11747
Telephone: (631) 847-1657
Facsimile: (631) 847-5379

Payment Information:

Chase Manhattan Bank
New York, New York
ABA 021000021
Account No. 144-0-91175

If to the Administrative Agent:

Bank of America, National Association
NC1-027-21-04
214 North Tryon Street, 21st Floor
Charlotte, North Carolina 28255
Attention: Global Asset Backed Securitization Group;
Portfolio Management
Attention: Robert R. Wood and Jessica Richmond
Telephone: 704/388-8371 or 704/386-7261
Facsimile: 704/387-2828

Additional copy of Master Servicer Report, Investment Request to be delivered to:

Bank of America, National Association,
as Administrator
NC1-027-21-04
214 North Tryon Street, 21st Floor
Charlotte, North Carolina 28255
Attention: Global Asset Backed Securitization Group;
Portfolio Management
Attention: Robert R. Wood and Jessica Richmond
Telephone: 704/388-8371

Facsimile: 704/387-2828
Email: jessica.a.richmond@bankofamerica.com

Payment Information:

Collection Account

ABA 026009593
Account Name: BA as Agent for Investors - Collection Account (Arrow)
Account No. 0006 8765 0051
Reference: Arrow Electronics

Funding Account

ABA 026009593
Account Name: BA as Agent for Investors - Arrow Electronics
Account No. 0006 8765 0048
Reference: Arrow Electronics

Exhibit A-1

Form of Assignment and Assumption Agreement

Reference is made to the Transfer and Administration Agreement dated as of March __, 2001 as it may be amended or otherwise modified from time to time (as so amended or modified, the "Agreement") among Arrow Electronics Funding Corporation, as transferor (in such capacity, the "SPV"), Arrow Electronics, Inc., individually (the "Arrow") and as master servicer (in such capacity, the "Master Servicer"), the parties thereto as "Conduit Investors," "Alternate Investors" and "Funding Agents," and Bank of America, National Association, a national banking association. Terms defined in the Agreement are used herein with the same meaning.

[___________________] (the "Assignor") and [_____________________] (the "Assignee") agree as follows:

1. The Assignor hereby sells and assigns to the Assignee, without recourse and without representation and warranty, and the Assignee hereby purchases and assumes from the Assignor, an interest in and to all of the Assignor's rights and obligations under the Agreement and the other Transaction Documents. Such interest expressed as a percentage of all rights and obligations of the Related Alternate Investors, shall be equal to the percentage equivalent of a fraction the numerator of which is $[________] and the denominator of which is the Facility Limit. After giving effect to such sale and assignment, the Assignee's Commitment will be as set forth on the signature page hereto.

2. In consideration of the payment of $[___________], being [___]% of the existing Net Investment, and of $[___________], being [___]% of the aggregate unpaid accrued discount, receipt of which payment is hereby acknowledged, the Assignor hereby assigns to the Agent for the account of the Assignee, and the Assignee hereby purchases from the Assignor, a [___]% interest in and to all of the Assignor's right, title and interest in and to the Net Investment purchased by the undersigned on March __, 2001 under the Agreement.

3. Assignor (i) represents and warrants that it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any Adverse Claim; (ii) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Agreement, any other Transaction Document or any other instrument or document furnished pursuant thereto or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Agreement or the Receivables, any other Transaction Document or any other instrument or document furnished pursuant thereto; and (iii) makes no representation or warranty and assumes no responsibility with respect to the financial condition of any of the SPV or the Master Servicer, Arrow or any Originator or the performance or observance by any of the SPV or the Master Servicer, Arrow or any Originator

of any of its obligations under the Agreement, any other Transaction Document, or any instrument or document furnished pursuant thereto.

4. The Assignee (i) confirms that it has received a copy of the Agreement, the First Tier Agreement and each Originator Agreement together with copies of the financial statements referred to in Section 6.1 of the Agreement, to the extent delivered through the date of this Assignment and Assumption Agreement (the "Assignment"), and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment; (ii) agrees that it will, independently and without reliance upon the Administrative Agent, any Funding Agent, any of their respective Affiliates, any Conduit Investor, the Assignor or any other Alternate Investor and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Agreement and any other Transaction Document; (iii) appoints and authorizes the Administrative Agent and the Related Funding Agent to take such action as Administrative Agent or the Related Funding Agent on its behalf and to exercise such powers and discretion under the Agreement and the other Transaction Documents as are delegated to the Administrative Agent or the Related Funding Agent by the terms thereof, together with such powers and discretion as are reasonably incidental thereto; (iv) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Agreement are required to be performed by it as an Alternate Investor; and (v) specifies as its address for notices and its account for payments the office and account set forth beneath its name on the signature pages hereof; and (vi) attaches the forms prescribed by the Internal Revenue Service of the United States of America certifying as to the Assignee's status for purposes of determining exemption from United States withholding taxes with respect to all payments to be made to the Assignee under the Agreement or such other documents as are necessary to indicate that all such payments are subject to such rates at a rate reduced by an applicable tax treaty.

5. The effective date for this Assignment shall be the later of (i) the date on which the Related Funding Agent and the Administrative Agent, receive this Assignment executed by the parties hereto and receives the consent of the Related Funding Agent, and to the extent required under the Agreement, the SPV, and (ii) the date of this Assignment (the "Effective Date"). Following the execution of this Assignment and the consent of the Related Funding Agent, and to the extent required under the Agreement, the SPV, this Assignment will be delivered to the Administrative Agent for acceptance and recording.

6. Upon such acceptance and recording, as of the Effective Date, (i) the Assignee shall be a party to the Agreement and, to the extent provided in this Assignment, have the rights and obligations of an Alternate Investor thereunder and (ii) the Assignor shall, to the extent provided in this Assignment, relinquish its rights and be released from its obligations under the Agreement.

7. Upon such acceptance and recording, from and after the Effective Date, the Administrative Agent shall make all payments under the Agreement in respect of the interest assigned hereby (including, without limitation, all payments in respect of such interest in Net

Investment, Discount and fees) to the Assignee. The Assignor and Assignee shall make all appropriate adjustments in payments under the Agreement for periods prior to the Effective Date directly between themselves.

8. The Assignee shall not be required to fund hereunder an aggregate amount at any time outstanding in excess of $[___________], minus the aggregate outstanding amount of any interest funded by the Assignee in its capacity as a participant under any Program Support Agreement.

9. The Assignor agrees to pay the Assignee its pro rata share of fees in an amount equal to the product of (a) [_____] per annum and (b) the Assignor's Commitment during the period after the Effective Date for which such fees are owing and paid by the SPV pursuant to the Agreement. Amounts paid under this section shall be credited against amounts payable to the Assignee under any participation agreement entered into pursuant to the Agreement.

10. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (WITHOUT REFERENCE TO THE CONFLICTS OF LAW PRINCIPLES THEREOF OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).**

11. This agreement contains the final and complete integration of all prior expressions by the parties hereto with respect to the subject matter hereof and shall constitute the entire Agreement among the parties hereto with respect to the subject matter hereof superseding all prior oral or written understandings.

12. If any one or more of the covenants, agreements, provisions or terms of this agreement shall for any reason whatsoever be held invalid, then such covenants, agreements, provisions, or terms shall be deemed severable from the remaining covenants, agreements, provisions, or terms of this agreement and shall in no way affect the validity or enforceability of the other provisions of this agreement.

13. This agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery by facsimile of an executed signature page of this agreement shall be effective as delivery of an executed counterpart hereof.

14. This agreement shall be binding on the parties hereto and their respective successors and assigns.

[Signatures commence upon the following page]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written

[ASSIGNOR]

By: __________
Name:
Title:

[ASSIGNEE]

By: __________
Name:
Title:

Address for notices and Account for payments:

For Credit Matters: For Administrative Matters:

[NAME] [NAME]

Attention: Attention:

Telephone: [(___) ___-____] Telephone: [(___) ___-____]
Telefax: [(___) ___-____] Telefax: [(___) ___-____]

Account for Payments:

NAME

ABA Number: [___-___-___]
Account Number: [___________]
Attention: [______________]
Re: [_________________]

Consented to this [_____] day of
[________________________], 20__

BANK OF AMERICA, NATIONAL ASSOCIATION,
as Administrative Agent

By: ________
Name:
Title:

ARROW ELECTRONICS FUNDING CORPORATION

By: ________
Name:
Title:

Exhibit B

Form of Contract

Exhibit C

Credit and Collection Policies and Practices

The Originator's Credit and Collection Policy or Policies and practices, relating to Contracts and Receivables, existing on the date hereof are as set forth in manuals that were delivered by the SPV on January 31, 2001 to the Administrative Agent.

Exhibit D

Form of Investment Request

Arrow Electronics Funding Corporation (the "SPV"), pursuant to Section 2.3(a) of the Transfer and Administration Agreement, dated as of March __, 2001 (as amended, modified, or supplemented from time to time, the "Agreement"), among the SPV, Arrow Electronics, Inc., individually ("Arrow") and as master servicer (in such capacity, the "Master Servicer"), the parties thereto as "Conduit Investors," "Alternate Investors" and "Funding Agents," and Bank of America, National Association, a national banking association, effect an Investment from it pursuant to the following instructions:

Investment Date:[________________]
Investment request is made to: [specify [Conduit Investor] [Alternate Investors] of Related Funding Agent]
Investment Amount:[___________________________________]/[2]
Investment Amount per Funding Agent:

Funding Agent	Pro Rata Share (rounded)	Amount Requested	Rate Period Requested (Days)
Funding Agent A	%	$	
Funding Agent B	%	$	
Funding Agent C	%	$	
Funding Agent D	%	$	
Funding Agent E	%	$	
Funding Agent F	%	$	
Total	**100.00%**	**$**	

Account to be credited:

[bank name]

ABA No.[____________________________________]
Account No. [_________________________________]
Reference No.[_______________________________]

Please credit the above-mentioned account on the Investment Date. Capitalized terms used herein and not otherwise defined herein have the meaning assigned to them in the Agreement.

The SPV hereby certifies as of the date hereof that the conditions precedent to such Investment set forth in Section 4.2 of the Agreement have been satisfied, and that all of the representations and warranties made in Section 4.1 of the Agreement are true and correct on and as of the Investment Date, both before and after giving effect to the Investment.

[2] At least $5,000,000 and in integral multiples of $1,000,000.

ARROW ELECTRONICS FUNDING CORPORATION

Dated: __________________ By:____________________________
Name:
Title:

Exhibit F

Form of Servicer Report

Exhibit G

Form of SPV Secretary’s Certificate

SECRETARY’S CERTIFICATE

March __, 2001

I, [__________________], the undersigned [________________] of Arrow Electronics Funding Corporation (the “SPV”), a Delaware corporation, **DO HEREBY CERTIFY** that:

15. Attached hereto as Annex A is a true and complete copy of the Certificate of Incorporation of the SPV as in effect on the date hereof.

16. Attached hereto as Annex B is a true and complete copy of the By-laws of the SPV as in effect on the date hereof.

17. Attached hereto as Annex C is a true and complete copy of the resolutions duly adopted by the Board of Directors of the SPV [adopted by unanimous written consent] as of March __, 2001, authorizing the execution, delivery and performance of each of the documents mentioned therein, which resolutions have not been revoked, modified, amended or rescinded and are still in full force and effect.

18. The below-named persons have been duly qualified as and at all times since March __, 2001, to and including the date hereof have been officers or representatives of the SPV holding the respective offices or positions below set opposite their names and are authorized to execute on behalf of the SPV the below-mentioned Transfer and Administration Agreement and all other Transaction Documents (as defined in such Transfer and Administration Agreement) to which the SPV is a party and the signatures below set opposite their names are their genuine signatures:

Name	Signatures	Office

19. The representations and warranties of the SPV contained in Section 4.1 of the Transfer and Administration Agreement dated as of March __, 2001 among the SPV, Arrow Electronics, Inc., individually (the “Arrow”) and as master servicer (in such capacity, the “Master Servicer”), the parties thereto as “Conduit Investors,” “Alternate Investors” and “Funding Agents,” and Bank of America, National Association, a national banking association are true and correct as if made on the date hereof.

WITNESS my hand and seal of the SPV as of the day first above written.

—

Secretary

I, [________________] the undersigned, [________________] of the SPV, **DO HEREBY CERTIFY** that [_____________________] is the duly elected and qualified Secretary of the SPV and the signature above is his/her genuine signature.

WITNESS my hand as of the day first above written.

—

[________________]

Exhibit H

Form of [Originators/Master Servicer] Secretary's Certificate

SECRETARY'S CERTIFICATE

March __, 2001

I, [__________________], the undersigned [________________] of [Originator/Master Servicer] (the "[Originator/Master Servicer]"), a [________] corporation, **DO HEREBY CERTIFY** that:

20. Attached hereto as Annex A is a true and complete copy of the Certificate of Incorporation of the [Originator/Master Servicer] as in effect on the date hereof.

21. Attached hereto as Annex B is a true and complete copy of the By-laws of the [Originator/Master Servicer] as in effect on the date hereof.

22. Attached hereto as Annex C is a true and complete copy of the resolutions duly adopted by the Board of Directors of the [Originator/Master Servicer] [adopted by unanimous written consent] as of March __, 2001, authorizing the execution, delivery and performance of each of the documents mentioned therein, which resolutions have not been revoked, modified, amended or rescinded and are still in full force and effect.

23. The below-named persons have been duly qualified as and at all times since March __, 2001, to and including the date hereof have been officers or representatives of the [Originator/Master Servicer] holding the respective offices or positions below set opposite their names and are authorized to execute on behalf of the [Originator/Master Servicer] the below-mentioned the Transfer and Administration Agreement dated as of February __, 2001 among Arrow Electronics Funding Corporation, Arrow Electronics, Inc., individually (the "Arrow") and as master servicer (in such capacity, the "Master Servicer"), the parties thereto as "Conduit Investors," "Alternate Investors" and "Funding Agents," and Bank of America, National Association, a national banking association (the "Agreement") Originator Sale Agreement and all other Transaction Documents to which the [Originator/Master Servicer] is a party and the signatures below set opposite their names are their genuine signatures:

Name	Signatures	Office

24. The representations and warranties of the [Originator/Master Servicer]

contained in the Originator Sale Agreement [and First Tier Agreement, each] dated as of March __, 2001, between the [Originator/Master Servicer] and Arrow Electronics Funding Corporation [and the representations and warranties of Arrow Originator, in its capacity as Servicer, contained in Section 4.2 of the Agreement,] are true and correct as if made on the date hereof.

WITNESS my hand and seal of the [Originator/Master Servicer] as of the date first above written.

____
Secretary

I, the undersigned, [_______________] of the [Originator/Master Servicer], **DO HEREBY CERTIFY** that [_____________________] is the duly elected and qualified Secretary of the [Originator/Servicer] and the signature above is his/her genuine signature.

WITNESS my hand as of the date first above written.

____
[_____________________]

Exhibit I-1

Form of Opinion of Robert E. Klatell, Counsel to SPV, Originators and Master Servicer

March __, 2001

To the parties listed on Schedule A
annexed hereto

Ladies and Gentlemen:

This opinion is furnished to you pursuant to Section 5.1(m) of the Transfer and Administration Agreement dated as of March 21, 2001 (the "Agreement") among Arrow Electronics Funding Corporation, as transferor (in such capacity, the "SPV"), Arrow Electronics, Inc., individually ("Arrow") and as master servicer (in such capacity, the "Master Servicer"), the parties thereto as "Conduit Investors," "Alternate Investors" and "Funding Agents," and Bank of America, National Association, as administrative agent (in such capacity, the "Administrative Agent"). Capitalized terms used herein and not otherwise defined herein shall have the meanings given such terms in the Agreement.

I have acted as counsel to Arrow, Gates/Arrow Distributing, Inc. (together with Arrow, the Applicable Originators) (in connection with the preparation of the Agreement, the Originator Sale Agreement, the First Tier Agreement, the other Transaction Documents and the transactions contemplated thereby.

I have examined, on the date hereof, the Agreement and all exhibits thereto, the First Tier Agreement and all exhibits thereto, each Originator Sale Agreement, certificates of public officials and of officers of the SPV, Arrow and the other Originators and certified copies of Arrow's, the others Originator's and the SPV's certificate of incorporation, by-laws, the Board of Directors' resolutions authorizing Arrow's, the other Originator's and the SPV's participation in the transactions contemplated by the Agreement, the Originator Sale Agreement, the First Tier Agreement, the other Transaction Documents, copies of each of the above having been delivered to you. I have also examined the closing documents delivered pursuant to the Agreement, the Originator Sale Agreement and the First Tier Agreement and copies of all such documents and records, and have made such investigations of law, as we have deemed necessary and relevant as a basis for our opinion. With respect to the accuracy of material factual matters which were not independently established, we have relied on certificates and statements of officers of Arrow, the other Originators and the SPV.

On the basis of the foregoing, I am of the opinion that:

25. Each of the Applicable Originators is a corporation duly incorporated, validly

existing and in good standing under the laws of its respective state or jurisdiction of formation, has the corporate power and authority to own its properties and to carry on its business as now being conducted, and had at all relevant times, and now has, all necessary power, authority, and legal right to acquire and own the Receivables and other Affected Assets, and is duly qualified and in good standing as a foreign corporation and is authorized to do business in each jurisdiction in which the character of its properties or the nature of its business requires such qualification or authorization.

26. Each of the Applicable Originators has the power, corporate and other, and has taken all necessary corporate action to execute, deliver and perform the Agreement, the First Tier Agreement, the Originator Sale Agreement and the other Transaction Documents to which it is a party, each in accordance with its respective terms, and to consummate the transactions contemplated thereby. The Transaction Documents to which each of Arrow and the other Originators is a party have been duly executed and delivered by Arrow and the other Originators, as applicable, and constitute the legal, valid and binding obligations of each such party, enforceable against such party in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

27. The execution, delivery and performance in accordance with their terms by each of Arrow and the other Originators of the First Tier Agreement, Originator Sale Agreement and the other Transaction Documents to which it is a party and the consummation of the transactions contemplated thereby, do not and will not (i) require (a) any governmental approval or (b) any consent or approval of any stockholder of Arrow or any of the other Originators that has not been obtained, (ii) violate or conflict with, result in a breach of, or constitute a default under (a) the certificate of incorporation or the by-laws of Arrow or any of the other Originators, or (b) any other agreement to which Arrow or any of the other Originators is a party or by which Arrow or any of the other Originators or any of their respective properties may be bound, or (iii) result in or require the creation or imposition of any Adverse Claim upon any of the assets, property or revenue of Arrow or any of the other Originators other than as contemplated by the First Tier Agreement or the Originator Sale Agreement, as applicable.

28. Except as set forth in the schedules attached hereto, there are not, in any court or before any arbitrator of any kind or before or by any governmental or non-governmental body, any actions, suits, proceedings, litigation or investigations, pending or to the best of our knowledge, after due inquiry, threatened, (i) against the Arrow or any of the other Originators or the business or any property of such parties except actions, suits or proceedings that, if adversely determined, would not, singly or in the aggregate, have a Material Adverse Effect or (ii) relating to the First Tier Agreement, the Originator Sale Agreement or any other Transaction Document.

29. None of Arrow or any other Originator is, or is controlled by, an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

The foregoing opinions and conclusions were given only in respect of the laws of [insert state or other jurisdiction], the State of New York and, to the extent specifically referred to herein, the Federal laws of the United States of America.

This opinion has been delivered at your request for the purposes contemplated by the Agreement. Without our prior written consent, this opinion is not to be utilized or quoted for any other purpose and no one other than you is entitled to rely thereon; provided, that any Alternate Investor, any Program Support Provider and any placement Agent or dealer of the Conduit Investor’s commercial paper may rely on this opinion as of it were addressed to them.

Very truly yours,

Exhibit I-2

Form of Opinion of Milbank, Tweed, Hadley & McCloy LLP, Counsel to the SPV, Originators and Master Servicer

March __, 2001

To the parties listed on Schedule A
annexed hereto

Ladies and Gentlemen:

This opinion is furnished to you pursuant to Section 5.1(m) of the Transfer and Administration Agreement dated as of March __, 2001 (the "Agreement") among Arrow Electronics Funding Corporation, as transferor (in such capacity, the "SPV"), Arrow Electronics, Inc., individually (the "Arrow") and as master servicer (in such capacity, the "Master Servicer"), the parties thereto as "Conduit Investors," "Alternate Investors" and "Funding Agents," and Bank of America, National Association, as administrative agent (in such capacity, the "Administrative Agent"). Capitalized terms used herein and not otherwise defined herein shall have the meanings given such terms in the Agreement.

We have acted as counsel to Arrow, the other Originators and the SPV in connection with the preparation of the Agreement, the Originator Sale Agreement, the First Tier Agreement, the other Transaction Documents and the transactions contemplated thereby.

We have examined, on the date hereof, the Agreement and all exhibits thereto, the First Tier Agreement and all exhibits thereto, the Originator Sale Agreement, certificates of public officials and of officers of the SPV, Arrow and the other Originators and certified copies of Arrow's, the others Originator's and the SPV's certificate of incorporation, by-laws, the Board of Directors' resolutions authorizing Arrow's, the other Originator's and the SPV's participation in the transactions contemplated by the Agreement, the Originator Sale Agreement, the First Tier Agreement, the other Transaction Documents, copies of each of the above having been delivered to you, copies of the financing statements on Form UCC-1 filed in the filing offices listed in Schedule I hereto executed by each Originator (other than Arrow), as debtor, in favor of Arrow, as secured party and showing the Administrative Agent, on behalf of the Funding Agents (on behalf of the Conduit Investors and the Alternate Investor), as the assignee of the secured party substantially in the form attached hereto as Exhibit A (the "Originator Financing Statements"), copies of the financing statements filed on Form UCC-1 filed in the filing offices listed in Schedule II hereto executed by Arrow, as debtor, in favor of the SPV, as secured party and showing the Administrative Agent, on behalf of the Funding Agents (on behalf of the Conduit Investors and the Alternate Investors), as the assignee of the secured party, substantially in the form attached hereto as Exhibit B (the "Arrow Financing Statements") and copies of the financing statements on Form UCC-1 filed in the filing offices listed in Schedule III hereto executed by SPV, as debtor, in favor of the Administrative Agent, on behalf of the Funding Agents (on behalf of the Conduit Investors and the Alternate Investors), as secured party, substantially in the form attached hereto as Exhibit C (the "SPV Financing Statements"). We have also examined the closing documents delivered pursuant to the Agreement, the Originator Sale Agreement and the First Tier Agreement and copies of all such documents and records, and have made such investigations of law, as we have deemed necessary and relevant as a basis for our opinion. With respect to the accuracy of material factual matters which were not independently established, we have relied on certificates and statements of officers of Arrow, the other Originators and the SPV.

On the basis of the foregoing, we are of the opinion that:

30. The SPV is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware, has the corporate power and authority to own its properties and to carry on its business as now being conducted, and had at all relevant times, and now has, all necessary power, authority, and legal right to acquire and own the Receivables and other Affected Assets, and is duly qualified and in good standing as a foreign corporation and is authorized to do business in each jurisdiction in which the character of its properties or the nature of its business requires such qualification or authorization.

31. The SPV has the power, corporate and other, and has taken all necessary corporate action to execute, deliver and perform the Agreement and the other Transaction Documents to which it is a party, each in accordance with its respective terms, and to consummate the transactions contemplated thereby. The Transaction Documents to which the SPV is a party have been duly executed and delivered by the SPV and constitute the legal, valid and binding obligations of the SPV enforceable against the SPV in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

32. The execution, delivery and performance in accordance with their terms by the SPV of the Agreement and the other Transaction Documents and the consummation of the transactions contemplated thereby, do not and will not (i) require (a) any governmental approval or (b) any consent or approval of any stockholder of the SPV that has not been obtained, (ii) violate or conflict with, result in a breach of, or constitute a default under (a) the certificate of incorporation or the by-laws of the SPV, (b) any other agreement to which the SPV is a party or by which the SPV or any of its properties may be bound, or (c) any Law applicable to the SPV of any court or of any Official Body having jurisdiction over the SPV or any of its properties, or (iii) result in or require the creation or imposition of any Adverse Claim upon any of the assets, property or revenue of the SPV other than as contemplated by the Agreement.

33. The execution, delivery and performance in accordance with their terms by each of Arrow and the other Originators of the First Tier Agreement, Originator Sale Agreement and the other Transaction Documents to which it is a party and the consummation of the transactions

contemplated thereby, do not and will not (i) require (a) any governmental approval or (b) any consent or approval of any stockholder of Arrow or any of the other Originators that has not been obtained, (ii) violate or conflict with, result in a breach of, or constitute a default under (a) the certificate of incorporation or the by-laws of Arrow or any of the other Originators, (b) any other agreement to which Arrow or any of the other Originators is a party or by which Arrow or any of the other Originators or any of their respective properties may be bound, or (c) any Law applicable to Arrow or any of the other Originators of any Official Body having jurisdiction over Arrow or any of the other Originators or any of its properties, or (iii) result in or require the creation or imposition of any Adverse Claim upon any of the assets, property or revenue of Arrow or any of the other Originators other than as contemplated by the First Tier Agreement or the Originator Sale Agreement, as applicable.

34. Except as set forth in the schedules attached hereto, there are not, in any court or before any arbitrator of any kind or before or by any governmental or non-governmental body, any actions, suits, proceedings, litigation or investigations, pending or to the best of our knowledge, after due inquiry, threatened, (i) against the SPV or the business or any property of the SPV except actions, suits or proceedings that, if adversely determined, would not, singly or in the aggregate, have a Material Adverse Effect or (ii) relating to the Agreement or any other Transaction Document.

35. Except as set forth in the schedules attached hereto, there are not, in any court or before any arbitrator of any kind or before or by any governmental or non-governmental body, any actions, suits, proceedings, litigation or investigations, pending or to the best of our knowledge, after due inquiry, threatened, (i) against the Arrow or any of the other Originators or the business or any property of such parties except actions, suits or proceedings that, if adversely determined, would not, singly or in the aggregate, have a Material Adverse Effect or (ii) relating to the First Tier Agreement, the Originator Sale Agreement or any other Transaction Document.

36. The Receivables constitute "accounts" or "general intangibles" as that term is defined in the Uniform Commercial Code as in effect in the State of New York.

37. The Originator Sale Agreement creates a valid and enforceable security interest (as that term is defined in Section 1-201(37) of the Uniform Commercial Code (including the conflict of laws rules thereof) (the "UCC") as in effect in New York (the "New York UCC") and [insert reference to applicable jurisdiction], under Article 9 of the New York UCC [and under similar provisions of applicable jurisdiction] ("Originator Sale Security Interest") in favor of the SPV in the Receivables and other Affected Assets and the proceeds thereof (except that the First Tier Security Interest will attach to any Receivable created after the date hereof only when the Originator possesses rights in such Receivable). The internal laws of [insert state or other jurisdiction] govern the perfection by the filing of financing statements of the Originator Sale Security Interest in the Receivables and the proceeds thereof. The Originator Financing Statement(s) have been filed in the filing office(s) located in [insert state or other jurisdiction] listed in Schedule I hereto, which [is] [are] the only office(s) in which filings are required under the [insert state or other jurisdiction] UCC to perfect the Originator Sale Security Interest in the Receivables and the

proceeds thereof, and accordingly the Originator Sale Security Interest in each Receivable and the proceeds thereof will, on the date of the initial transfer under the First Tier Agreement, be perfected under Article 9 of the [insert state or other jurisdiction] UCC. All filing fees and all taxes required to be paid as a condition to or upon the filing of the Originator Financing Statement(s) in [insert state or other jurisdiction] have been paid in full. As of the date hereof, there were no (i) UCC financing statements naming the Originators as debtor, originator or assignor and covering any Receivables or other Affected Assets or any interest therein or (ii) notices of the filing of any federal tax lien (filed pursuant to Section 6323 of the Internal Revenue Code) or lien of the Pension Benefit Guaranty Corporation (filed pursuant to Section 4068 of the Employment Retirement Income Security Act) covering any Receivable or other Affected Asset or any interest therein. The filing of the Originator Financing Statements in the filing offices listed in Schedule I will create a first priority security interest in each Receivable. Such perfection and priority will continue, provided that appropriate continuation statements are timely filed where and when required under the UCC.

38. The First Tier Agreement creates a valid and enforceable security interest (as that term is defined in Section 1-201(37) of the Uniform Commercial Code (including the conflict of laws rules thereof) (the "UCC") as in effect in New York (the "New York UCC") under Article 9 of the New York UCC ("First Tier Security Interest") in favor of the SPV in the Receivables and other Affected Assets and the proceeds thereof (except that the First Tier Security Interest will attach to any Receivable created after the date hereof only when Arrow possesses rights in such Receivable). The internal laws of New York govern the perfection by the filing of financing statements of the First Tier Security Interest in the Receivables and the proceeds thereof. The Arrow Financing Statement(s) have been filed in the filing office(s) located in [insert jurisdictions] listed in Schedule II hereto, which are the only office(s) in which filings are required under the New York UCC to perfect the First Tier Security Interest in the Receivables and the proceeds thereof, and accordingly the First Tier Security Interest in each Receivable and the proceeds thereof will, on the date of the initial transfer under the First Tier Agreement, be perfected under Article 9 of the New York UCC. All filing fees and all taxes required to be paid as a condition to or upon the filing of the Arrow Financing Statement(s) in New York have been paid in full. As of the date hereof, there were no (i) UCC financing statements naming Arrow as debtor, originator or assignor and covering any Receivables or other Affected Assets or any interest therein or (ii) notices of the filing of any federal tax lien (filed pursuant to Section 6323 of the Internal Revenue Code) or lien of the Pension Benefit Guaranty Corporation (filed pursuant to Section 4068 of the Employment Retirement Income Security Act) covering any Receivable or other Affected Asset or any interest therein. The filing of the Originator Financing Statement(s) in the filing offices listed in Schedule II will create a first priority security interest in each Receivable. Such perfection and priority will continue, provided that appropriate continuation statements are timely filed where and when required under the UCC.

39. The Agreement creates a valid and enforceable security interest (as that term is defined in Section 1-201(37) of the New York UCC, under Article 9 of the New York UCC ("Second Tier Security Interest") in favor of the Agent in each Receivable and other Affected Assets (except that the Second Tier Security Interest will attach only when the SPV possesses rights in such Receivable). The internal laws of New York govern the perfection by the filing of financing

statements of the Second Tier Security Interest in the Receivables and the proceeds thereof. The SPV Financing Statement(s) have been filed in the filing office(s) located in [insert state or other jurisdiction] listed in Schedule II hereto, which are the only office(s) in which filings are required under the UCC to perfect the Second Tier Security Interest in the Receivables and the proceeds thereof, and accordingly the Second Tier Security Interest in each Receivable and the proceeds thereof will, on the date of the initial transfer under the Agreement, be perfected under Article 9 of the New York UCC. All filing fees and all taxes required to be paid as a condition to or upon the filing of the SPV Financing Statement(s) in New York have been paid in full. As of the date hereof, there were no (i) UCC financing statements naming SPV as debtor, originator or assignor and covering any Receivables or other Affected Assets or any interest therein or (ii) notices of the filing of any federal tax lien (filed pursuant to Section 6323 of the Internal Revenue Code) or lien of the Pension Benefit Guaranty Corporation (filed pursuant to Section 4068 of the Employment Retirement Income Security Act) covering any Receivable or other Affected Assets or any interest therein. The filing of the SPV Financing Statement(s) in the filing offices listed in Schedule III will create a first priority security interest in each Receivable. Such perfection and priority will continue, provided that appropriate continuation statements are timely filed where and when required under the UCC.

40. The SPV is not, and is not controlled by, an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

In giving the opinions in paragraphs 8, 9 and 10, we have assumed that Arrow's, each of the Originator's and the SPV's chief executive office will continue to be located in [insert state or other jurisdiction]. The conclusions expressed in paragraphs 8, 9 and 10 are subject to the accuracy of the personnel in the filing offices referred to above with regard to the filing, indexing and recording of financing statements and notices of Adverse Claim, and to the correctness of reports to us by [____________], who performed the searches of such records and who made the filings on behalf of Arrow, the Originators and the SPV in [insert state or other jurisdiction].

In giving the opinions set forth in paragraphs 8, 9 and 10, we have assumed that all filings as appropriate in the event of a change in the name, identity or corporate structure of the debtor (or the Originator or assignor) named in any financing statements and all continuation statements necessary under the UCC to maintain the perfection of the Originator Sale Agreement, First Tier Security Interest and the Second Tier Security Interest in the Receivables and the proceeds thereof will be duly and timely filed. In giving such opinions, we also do not express any opinion as to (a) transactions excluded from Article 9 of the UCC by virtue of Section 9-104 of the UCC, (b) any security interest in proceeds except to the extent that the validity and perfection of any interest in proceeds (as such term is defined under the UCC) thereof that is covered by the Originator Financing Statements or the SPV Financing Statements or any duly filed financing statement referred to above may be permitted by Section 9-306 of the UCC, and (c) any security interest that is terminated or released.

The foregoing opinions and conclusions were given only in respect of the laws of [insert state or other jurisdiction], the State of New York and, to the extent specifically referred to herein, the Federal laws of the United States of America.

This opinion has been delivered at your request for the purposes contemplated by the Agreement. Without our prior written consent, this opinion is not to be utilized or quoted for any other purpose and no one other than you is entitled to rely thereon; provided, that any Alternate Investor, any Program Support Provider and any placement Agent or dealer of the Conduit Investor's commercial paper may rely on this opinion as of it were addressed to them.

Very truly yours,

Exhibit I-3

Form of Opinion of Davies, Ward, Phillips & Vineberg LLP, Canadian Counsel to Arrow Electronics Canada Ltd.

March __, 2001

To: Arrow Electronics, Inc.;
Arrow Electronics Funding Corporation;

Each of the Investors and Funding Agents (listed in Schedule 1 annexed hereto) party to the Transfer and Administration Agreement dated as of March 20, 2001 among Arrow Electronics Funding Corporation, Arrow Electronics, Inc., the parties thereto as "Conduit Investors," "Alternate Investors" and "Funding Agents," and Bank of America, National Association, as administrative agent;

Bank of America, National Association, as Administrative Agent for such Investors and Funding Agents;

Moody's Investors Service, Inc.; and

Standard & Poor's Ratings Services (a division of The McGraw-Hill Companies, Inc.).

Ladies and Gentlemen:

We have acted as Quebec and Ontario counsel to Arrow Electronics Canada Ltd. ("**Arrow Canada**") in connection with the transactions contemplated by the Originator Sale Agreement dated as of March 20, 2001 (the "**Originator Sale Agreement**"), between Arrow Canada, as Seller, and Arrow Electronics, Inc. ("**Arrow**"), as Buyer. Capitalized terms used herein and not otherwise defined herein shall have the meanings given such terms in the Originator Sale Agreement.

We have examined the following documents:

a) the Originator Sale Agreement;

b) the certificate of an officer of Arrow Canada (the "**Officer's Certificate**"), a copy of which is attached hereto as Schedule 2;

c) certified copies of Arrow Canada’s certificate of amalgamation and by-laws; and

d) directors’ resolutions authorizing Arrow Canada’s participation in the transactions contemplated by the Originator Sale Agreement.

We have made such investigations of law as we have deemed necessary and relevant as a basis for our opinion. With respect to the accuracy of factual matters upon which the opinions expressed herein are based, we have relied solely on the Officer’s Certificate.

For the purposes of the opinion expressed herein, we have assumed the genuineness of the signatures of all parties and that the Originator Sale Agreement has been duly authorized, executed and delivered by Arrow and constitutes legal, valid and binding obligations of the parties thereto, enforceable against them according to its terms. We have also assumed that under the laws of the State of New York (“**New York**”) on the date hereof, to the extent applicable, the provisions of the Originator Sale Agreement are sufficient to effect and do effect a valid sale, assignment and transfer to Arrow of the Seller Affected Assets and we have assumed that the terms of the Originator Sale Agreement will be interpreted and understood under the laws of New York to have the same meaning, content and effect as they would have under the laws of the Province of Ontario. We express no opinion as to the effect of provisions which may be implied by New York law. We have also assumed the authenticity of all documents submitted to us as originals, the conformity to originals of all documents submitted to us as certified or photostatic copies or facsimiles thereof and the authenticity of the originals of such certified or photostatic copies or facsimiles.

The opinions expressed herein are given only in respect of the laws of the Province of Ontario (“**Ontario**”) and the laws of Canada applicable therein (“**Ontario Law**”) and, with respect to the opinion expressed in paragraphs 4 and 5, the laws of the Province of Quebec (“**Quebec**”) and the laws of Canada applicable therein (“**Quebec Law**”). Accordingly, we express no opinions as to the laws of any other jurisdiction.

On the basis of and subject to the foregoing, and the further assumptions and qualifications set forth below, we are of the opinion that:

I: GENERAL OPINIONS

41. Arrow Canada is a corporation duly amalgamated and validly existing under the laws of Canada, and has the corporate power and authority to own its properties and to carry on its business as now being conducted. Arrow Canada has all necessary power, authority, and capacity to acquire and own the Seller Affected Assets.

42. Arrow Canada has all necessary corporate power and authority to execute, deliver and perform its obligations under the Originator Sale Agreement.

43. The execution, delivery, and performance in accordance with its terms by Arrow Canada of the Originator Sale Agreement and the consummation of the transactions contemplated thereby, do not and will not (i) require any governmental approval under Ontario Law or (ii) violate or conflict with, result in a breach of, or constitute a default under the articles of amalgamation or the by-laws of Arrow Canada or Ontario Law;

44. Under Ontario Law and Quebec Law, no registration, recording or filing is required in any public office of record in Ontario or Quebec, in connection with the Originator Sale Agreement, other than the filing of a financing statement pursuant to the *Personal Property Security Act* (Ontario) ("**PPSA**") and the filing of a registration pursuant to the *Civil Code of Quebec* ("**CCQ**"). A financing statement with respect to the Originator Sale Agreement was filed under the PPSA for a registration period of 10 years on March 15, 2001 as registration no. 20010135 1651 9065 8595 and file number 870652206. Provided that the rights of Arrow under the Originator Sale Agreement are duly registered in the Register of Personal and Movable Real Rights (the "**RPMRR**") pursuant to article 1642 of the CCQ, such rights will have been duly registered in such places in Quebec as are currently necessary to render such rights under the Obligator Sale Agreement enforceable as against Obligors and Creditors (as defined below). No opinion is expressed herein with respect to the need to amend or renew such filings in the future.

45. We have conducted or caused to be conducted searches against Arrow Canada and against the names of its predecessors in title listed in Schedule 3, under the statutes and at the offices of public record set out in Schedule 3, the results of which searches were current in each case only to the respective times on the respective dates set out in Schedule 3. Such statutes and public offices are the only statutes and public offices where, under Ontario Law and Quebec Law, transfers of interests in accounts receivable would ordinarily or customarily be the subject of a recording, filing or registration in order to create, validate, preserve, perfect or protect such transfers with respect to each of the corporations named in Schedule 3. Such searches disclosed no security interests registered or recorded which might affect the Seller Affected Assets, except as set out in Schedule 3.

In giving the opinions in paragraphs 44 and 45 above, we have assumed that Arrow Canada's chief executive office is located in Ontario. The conclusions expressed in paragraphs 44 and 45 are subject to the accuracy of the personnel in the filing offices referred to above with regard to the filing, indexing and recording of registrations, financing statements and notices of Adverse Claim.

46. In any proceeding brought before a court of competent jurisdiction in the Province of Ontario for the enforcement of the Originator Sale Agreement, the laws of New York would, to the extent specifically pleaded and proven as a fact by expert evidence, be applied by such court, in accordance with the choice of the laws of New York as the governing law of the Originator Sale Agreement, to all issues which under the conflict of laws rules of the Province of Ontario are to be determined in accordance with the proper or governing law of a contract, except that in any such proceeding such court:

a) will apply those laws of the Province of Ontario which such court would characterize as procedural and will not apply those laws of New York which such court would characterize as procedural;
b) will not apply those laws of New York which such court would characterize as revenue, expropriatory, penal or similar laws; and
c) will not apply those laws of New York the application of which would be inconsistent with public policy, as such term is interpreted under Ontario Law.

47. The courts of the Province of Ontario would give a judgment in Canadian dollars

based upon a final and conclusive *in personam* judgment for a sum certain, obtained in a New York court against Arrow Canada with respect to a claim pursuant to the Originator Sale Agreement in accordance with the submission by Arrow Canada to the jurisdiction of the court of New York without reconsideration of the merits, if:

a) such judgment was:
   i) not obtained by fraud, or in any manner contrary to the principles of natural justice;
   ii) not for a claim in respect of any laws of New York or of any other jurisdiction other than the Province of Ontario which a court of the Province of Ontario would characterize as revenue, expropriatory, penal or similar laws;
   iii) not contrary to public policy, as such term is interpreted under Ontario Law, or contrary to any order made by the Attorney General of Canada under the *Foreign Extraterritorial Measures Act* (Canada) or by the Competition Tribunal under the *Competition Act* (Canada) in respect of certain judgments referred to therein; and
   iv) not impeachable as void or voidable under New York law;
b) there has been compliance with the *Limitations Act* (Ontario) which has the effect that any action to enforce a foreign judgment must be commenced within six years of the date of the foreign judgment; and
c) no new admissible evidence relevant to the action is discovered prior to the rendering of judgment by an Ontario court.

II: TAX OPINIONS

We have also been asked to consider whether, under the *Income Tax Act* (Canada) (the "**Tax Act**"), any amounts paid by an Obligor of any Unpaid Balance on the Seller Receivables to Arrow would be subject to Canadian non-resident withholding tax.

Our opinions expressed in this section are based, in part, upon our opinions expressed above and are subject to the foregoing assumptions. In addition, for the purposes of our opinions expressed in this section, we have assumed that, as at the date of the initial purchase and as of the date of each subsequent purchase under the Originator Sale Agreement,

(a) the Seller Receivables do not bear any stated interest;

(b) the Unpaid Balance of the Seller Receivables is not in excess of the fair market value of the products or services provided by Arrow Canada to the Obligor (at the time the Seller Receivables arose) to which the Unpaid Balance of the Seller Receivables relates;

(c) Arrow Canada and the relevant Obligors are resident in Canada, and Arrow is not resident in Canada, each for the purposes of the Tax Act;

(d) Arrow Canada and Arrow are related persons for the purposes of the Tax Act; and

(e) each of the terms of the Originator Sale Agreement (including the calculation of the Discount Percentage) are the same terms (and calculation) as would be the case if Arrow Canada and Arrow dealt with each other at arm's length for the purposes of the Tax Act.

In our opinion, no amount will be required to be deducted or withheld under Part

XIII of the *Income Tax Act* (Canada) from the payment of any Unpaid Balance on the Seller Receivables by the Obligor to, or for the benefit of, Arrow or any other beneficial owner of the Seller Receivables that is not resident in Canada for the purposes of the Tax Act and who subsequently acquires such interest from Arrow.

Furthermore, in our opinion, neither Arrow, the SPV, nor any of the Investors will, by virtue only of the transactions effected by the Originator Sale Agreement, be deemed to be a resident of Canada or carrying on business in Canada for the purposes of the Tax Act.

III. QUALIFICATIONS

The foregoing opinions are subject to the following further qualifications:

(a) the enforceability of any provision of the Originator Sale Agreement may be limited by insolvency, reorganization, arrangement, fraudulent preferences and conveyances, assignments and preferences, and other similar laws affecting the rights of creditors generally;

(b) equitable remedies, including, without limitation, specific performance and injunction, may be granted only in the discretion of a court of competent jurisdiction; in addition, a court might not allow a creditor to exercise rights to accelerate the performance of obligations or otherwise seek enforcement of the Originator Sale Agreement based upon the occurrence of a default deemed immaterial, may require that discretionary powers afforded to a party be exercised reasonably and in good faith or may decline to accept the factual or legal determinations of a party notwithstanding that a contract or instrument provides that the determination of that party shall be conclusive;

(c) the enforceability of any provision of the Originator Sale Agreement exculpating a party from a liability or duty otherwise owed by it to another or waiving legal and equitable defences may be limited by law;

(d) the costs of or incidental to proceedings authorized to be taken in court or before a judge are in the discretion of the court or judge and the court or judge has the full power to determine by whom and to what extent such costs shall be paid;

(e) the enforceability of rights of indemnity or contribution provided in the Originator Sale Agreement may be limited by law;

(f) the enforceability of the Originator Sale Agreement with respect to property forming part of the Seller Affected Assets to which the laws of Ontario apply, as against subsequent purchasers from Arrow Canada, is subject to the qualification that:

(i) a subsequent purchaser of chattel paper (as defined in the PPSA) which forms part of the Seller Affected Assets who takes possession of the chattel paper in the ordinary course of business, gives value and who does not know of Arrow's ownership interest therein at the time of taking possession;

(ii) a subsequent purchaser of an instrument (as defined in the PPSA) which forms part of the Seller Affected Assets who takes possession of such collateral, gives value and who does not know of Arrow's ownership interest therein at the time of taking possession;

(iii) a subsequent purchaser of a security (as defined in the PPSA) which forms part of the Seller Affected Assets who purchases in good faith and takes possession of such collateral, or a subsequent purchaser of such collateral who purchases in the ordinary course of business, takes possession of such collateral and does not know that the purchase constitutes a breach of the Originator Sale Agreement;

(iv) a holder in due course of a bill, note or cheque which forms part of the Seller Affected Assets;

(v) a loss payee or additional insured party under any policy of insurance which forms part of the Seller Affected Assets; and

(vi) a transferee from Arrow Canada of money which forms part of the Seller Affected Assets

may acquire an interest therein in priority to Arrow's interest therein;

(g) under the laws of Ontario, an Obligor may pay Arrow Canada until such Obligor receives notice, reasonably identifying the relevant rights, that the account or chattel paper has been assigned to Arrow, and, if requested by such Obligor, Arrow has furnished proof within a reasonable time that the assignment has been made, and, if Arrow does not do so, such Obligor may pay Arrow Canada;

(h) under the laws of Quebec, an Obligor or the surety or guarantor of an Obligor (each also being, for the purposes of this paragraph only, an "**Obligor**") may pay Arrow Canada until either (i) such Obligor has acquiesced in the assignment; (ii) such Obligor has received a copy or a pertinent extract of the Originator Sale Agreement or any other evidence of the assignment which may be set up against Arrow Canada; or (iii) if the relevant Obligor cannot be found in Quebec, a notice of assignment has been published in a newspaper distributed in the locality of the last known address of such Obligor or, if he carries on an enterprise, in the locality where its principal establishment is situated;

(i) in the event that any part of the Seller Affected Assets in Quebec constitutes a claim attested by a bearer instrument, as defined at article 1647 of the CCQ, the Obligor who issued it is bound to pay the debt attested thereby to any bearer who hands over the instrument to him, except where he has received notice of a judgment ordering him to withhold payment thereof; a person who has been unlawfully dispossessed of a bearer instrument forming part of the Seller Affected Assets may not prevent the Obligor who issued it from paying the claim to the person who presents the instrument except on notification of an order of a court;

(j) to the extent that any part of the Seller Affected Assets constitutes corporeal movable property in Quebec, a subsequent purchaser thereof in good faith who is first given possession of the property is vested with the ownership thereof, even though his title may be later in time than that of Arrow;

(k) to the extent that any part of the Seller Affected Assets constitutes corporeal movable property in Quebec, a possessor in good faith thereof acquires the ownership thereof after three years running from the dispossession of the owner.

(l) under the laws of Quebec, the assignment of a right resulting from a contract of insurance may not be set up against the insurer, the beneficiary, or third persons until the insurer receives notice thereof;

(m) under the laws of Quebec, an Obligor may set up against Arrow Canada or Arrow any payment made in good faith by himself or his surety to an apparent creditor, even if the Obligor or his surety has received evidence of the assignment;

(n) no opinion is expressed regarding the existence of, or the right, title or interest of Arrow Canada to, any of the Seller Affected Assets;

(o) to the extent, if any, that the Originator Sale Agreement purports to assign any Crown debts (as defined in the *Financial Administration Act* (Canada), no steps have been taken to provide the notices or obtain the acknowledgements provided for in Part VII of that Act. An assignment of Crown debts not complying with that Act is ineffective as between the assignor and the assignee and as against the Crown and, therefore, there will not be a valid assignment of any such Crown debts unless that Act is complied with;

(p) Arrow's interest may not be enforceable in respect of proceeds of the Seller Affected Assets which are not identifiable or traceable as assets of Arrow; and

(q) to the extent that the interest of Arrow in and to the Seller Affected Assets constitutes security interests in chattel paper, accounts, claims or the proceeds thereof, such security interest may be subordinate to (i) the interest of a person who is the beneficiary of a deemed trust arising under the *Employment Standards Act* (Ontario) or under the *Pension Benefits Act* (Ontario) and (ii) the interest of a claimant under non-consensual, unregistered liens, hypothecs, trusts and claims created or imposed by statute or rule of law.

IV: BANKRUPTCY OPINIONS

You have also asked us to consider whether under Ontario Law, creditors of Arrow Canada, subsequent purchasers of the Seller Affected Assets, or a trustee in bankruptcy, receiver, receiver-manager or liquidator of Arrow Canada (collectively, "**Creditors**") could look successfully to the Seller Affected Assets to satisfy a claim against Arrow Canada after the sale, assignment and transfer of the Seller Affected Assets by Arrow Canada to Arrow pursuant to the Originator Sale Agreement.

For the purposes hereof, "**Insolvency Statutes**" means the *Bankruptcy and Insolvency Act* (Canada)*,* the *Companies' Creditors Arrangement Act* (Canada)*,* the *Assignments and Preferences Act* (Ontario) and the *Fraudulent Conveyances Act* (Ontario).

For the purposes of the opinions expressed in this Section IV, we have assumed that, on the Closing Date and on the date of each sale of Seller Affected Assets pursuant to the Originator Sale Agreement:

(i) Arrow Canada is not insolvent, in insolvent circumstances or on the eve of or in contemplation of insolvency or unable to meet its debts, as applicable, within the meaning of any of the Insolvency Statutes;

(ii) Arrow Canada will not become insolvent or be put in insolvent circumstances or become unable to meet its debts, as applicable, within the meaning of any of the Insolvency Statutes by the entering into of, or immediately after completion of the transactions contemplated by, the Originator Sale Agreement;

(iii) Arrow Canada has not received a notice that the Seller Affected Assets are the subject of a seizure by a sheriff or otherwise or the subject of a garnishment, charging or equitable execution order or notice that a trustee in bankruptcy has an interest therein;

(iv) Arrow Canada has entered into the Originator Sale Agreement in good faith for the purpose of selling the Seller Affected Assets to, and assigning and transferring all of its right, title and interest in, to and under the Seller Affected Assets to Arrow and receiving from Arrow the consideration therefor specified in the Originator Sale Agreement, and not for the purpose of injuring, obstructing, impeding, defeating, hindering, delaying, defrauding or oppressing the rights and claims of Creditors or others against Arrow Canada, providing payment or security for payment to Arrow or for any other purpose relating in any way to the claims of Creditors or others against Arrow Canada;

(v) the consideration paid and to be paid by Arrow for the Seller Affected Assets pursuant to the Originator Sale Agreement represents approximately the present fair market value of the Seller Affected Assets;

(vi) Arrow Canada is not a party to any agreement with Arrow whereby Arrow would be legally responsible for the obligations of Arrow Canada; and

(vii) Arrow Canada has not granted any security interests in the Seller Affected Assets and the Seller Affected Assets are not subject to any non-consensual unregistered liens, trusts or claims created or imposed by statute or rule of law.

Creditors may assert their rights only against assets in which Arrow Canada has a beneficial ownership interest, subject to the provisions of the Insolvency Statutes discussed below which, in our opinion, are not applicable. In our opinion, to the extent that Ontario Law applies to the sale of the Seller Affected Assets, the Originator Sale Agreement is effective to validly transfer to Arrow all of Arrow Canada's right, title and interest in, to and under the Seller Affected Assets on the date of the initial sale thereunder and thereafter, the form and content of the Originator Sale Agreement is sufficient to transfer to Arrow all of Arrow Canada's right, title and interest in, to and under the Seller Affected Assets (other than those subject to the initial sale) when such assets are created or acquired by Arrow Canada. Arrow Canada has not and will not, pursuant to the Originator Sale Agreement, retain any beneficial interest in the Seller Affected Assets. Accordingly, in a bankruptcy, insolvency or liquidation of Arrow Canada, the Seller Affected Assets would not form part of the property of Arrow

Canada within the meaning of any applicable Insolvency Statute. Arrow is a separate legal entity from Arrow Canada which, absent any agreement to the contrary, would not be legally responsible for the obligations of Arrow Canada. As such, Creditors could not look successfully to the Seller Affected Assets to satisfy a claim which they may have against Arrow Canada, whether before or after a bankruptcy or insolvency of Arrow Canada, or in any other proceeding instituted by or against Arrow Canada under the Insolvency Statutes, in that the sale by Arrow Canada to Arrow of the Seller Affected Assets will be recognized as a sale in any such proceeding, subject to the provisions of the Insolvency Statutes discussed below which, based on the assumption noted above, are not applicable; provided, however, that if the Collections become commingled with the assets of Arrow Canada, such that they are not identifiable as property of Arrow, Arrow may not be successful in reclaiming its property by way of a trust claim or a proprietary claim under the applicable Insolvency Statute.

However, in the case of amounts payable under the Seller Affected Assets which have not been collected, (i) the enforcement of Arrow's rights to such payments may be affected by a stay in respect of Arrow Canada under the applicable Insolvency Statute until a court of competent jurisdiction has determined the issue of whether the transactions contemplated by the Originator Sale Agreement constitute an effective sale of the Seller Affected Assets by Arrow Canada to Arrow, (ii) the costs associated with collecting the Seller Affected Assets during such stay could be charged against such Seller Affected Assets in priority to Arrow's interest therein, (iii) the terms of such stay may preclude the termination of Arrow Canada as Sub-Servicer under the Originator Sale Agreement or the notification of the relevant Obligors of such sale by the terms of such stay, and (iv) Arrow may be required to notify the relevant Obligors of such sale and take proceedings against Arrow Canada or others who obtain payment or possession of such Seller Affected Assets or who are alleging a right to such payment or possession.

You have also asked us to consider whether the sale of the Seller Affected Assets pursuant to the Originator Sale Agreement could be overridden or set aside by a court upon the application of Creditors pursuant to the Insolvency Statutes. Pursuant to the provisions of the Insolvency Statutes, to the extent relevant, certain transactions may be overridden or set aside in circumstances therein specified, as follows:

(i) a transaction entered into by an insolvent debtor with the intention of giving any of its creditors a preference over its other creditors;

(ii) a transfer of property made with the intention of defeating, hindering, delaying or defrauding creditors or others of their claims against the transferor; and

(iii) a settlement of property where the settlor subsequently becomes bankrupt.

Based upon and subject to the foregoing and the assumptions expressed herein, we are of the opinion that the sale of the Seller Affected Assets pursuant to the Originator Sale Agreement would not be overridden or set aside by a court upon the application of a Creditor pursuant to any of the Insolvency Statutes.

This opinion has been delivered at your request for the purposes contemplated by the Agreement. Without our prior written consent, this opinion is not to be utilized or quoted for any other purpose and no one other than you is entitled to rely thereon; provided, that any Alternate Investor, any Program Support Provider and any placement Agent or dealer of the Conduit Investor's commercial paper may rely on this opinion as of it were addressed to them.

Very truly yours,

Exhibit I-4

Form of Opinion of Counsel to SBM and Support Net, Inc.

March 21, 2001

To the parties listed on Schedule A
annexed hereto

Ladies and Gentlemen:

This opinion is furnished to you pursuant to Section 8.1(q) of the Transfer and Administration Agreement dated as of March 21, 2001 (the "Agreement") among Arrow Electronics Funding Corporation, as transferor (in such capacity, the "SPV"), Arrow Electronics, Inc., individually (the "Arrow") and as master servicer (in such capacity, the "Master Servicer"), the parties thereto as "Conduit Investors," "Alternate Investors" and "Funding Agents," and Bank of America, National Association, as administrative agent (in such capacity, the "Administrative Agent"). Capitalized terms used herein and not otherwise defined herein shall have the meanings given such terms in the Agreement.

We have acted as counsel to [SBM] and [Support Net, Inc.] (the "Applicable Originators) with the preparation of the Agreement, the Originator Sale Agreements to which the Applicable Originators are a party, the First Tier Agreement, the other Transaction Documents and the transactions contemplated thereby.

We have examined, on the date hereof, the Agreement and all exhibits thereto, the First Tier Agreement and all exhibits thereto, the Originator Sale Agreements, certificates of public officials and of officers of the Applicable Originators and certified copies of the Applicable Originators' certificate of incorporation, by-laws, the Board of Directors' resolutions authorizing the Applicable Originators' participation in the transactions contemplated by the Agreement, the Originator Sale Agreements to which the Applicable Originators are a party, the First Tier Agreement, the other Transaction Documents, copies of each of the above having been delivered to you. We have also examined the closing documents delivered pursuant to the Agreement, the Originator Sale Agreements to which the Applicable Originators are a party and the First Tier Agreement and copies of all such documents and records, and have made such investigations of law, as we have deemed necessary and relevant as a basis for our opinion. With respect to the accuracy of material factual matters which were not independently established, we have relied on certificates and statements of officers the Applicable Originators.

On the basis of the foregoing, we are of the opinion that:

48. Each of the Applicable Originators is a corporation duly incorporated, validly

existing and in good standing under the laws of its respective state or jurisdiction of formation, has the corporate power and authority to own its properties and to carry on its business as now being conducted, and had at all relevant times, and now has, all necessary power, authority, and legal right to acquire and own the Receivables and other Affected Assets, and is duly qualified and in good standing as a foreign corporation and is authorized to do business in each jurisdiction in which the character of its properties or the nature of its business requires such qualification or authorization.

49. Each of the Applicable Originators has the power, corporate and other, and has taken all necessary corporate action to execute, deliver and perform the Originator Sale Agreement and the other Transaction Documents to which it is a party, each in accordance with its respective terms, and to consummate the transactions contemplated thereby. The Transaction Documents to which each of the Applicable Originators is a party have been duly executed and delivered by the Applicable Originators, and constitute the legal, valid and binding obligations of each such party, enforceable against such party in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

50. The execution, delivery and performance in accordance with their terms by each of the Applicable Originators of the Originator Sale Agreement and the other Transaction Documents to which it is a party and the consummation of the transactions contemplated thereby, do not and will not (i) require any consent or approval of any stockholder of either of the Applicable Originators that has not been obtained, (ii) violate or conflict with, result in a breach of, or constitute a default under the certificate of incorporation or the by-laws of either of the Applicable Originators.

The foregoing opinions and conclusions were given only in respect of the laws of [insert state or other jurisdiction], the State of New York and, to the extent specifically referred to herein, the Federal laws of the United States of America.

This opinion has been delivered at your request for the purposes contemplated by the Agreement. Without our prior written consent, this opinion is not to be utilized or quoted for any other purpose and no one other than you is entitled to rely thereon; provided, that any Alternate Investor, any Program Support Provider and any placement agent or dealer of any Conduit Investor's commercial paper may rely on this opinion as of it were addressed to them.

Very truly yours,

Exhibit J

Form of Extension Request

[DATE]

Bank of America, National Association,
as Administrative Agent
NC1-027-21-04
214 North Tryon Street, 21st Floor
Charlotte, North Carolina 28255
Attention: Global Asset Backed Securitization Group

Re: Transfer and Administration Agreement dated as of March 21, 2001 (as amended, restated, supplemented or otherwise modified from time to time, the "TAA") among Arrow Electronics Funding Corporation, Arrow Electronics, Inc., the several Conduit Investors, Alternate Investors and Funding Agents from time to time party thereto, and Bank of America, National Association, as Administrative Agent. Capitalized terms used herein but not defined herein shall have the meanings assigned to such terms in the TAA.

Ladies and Gentlemen:

The undersigned, Arrow Electronics Funding Corporation, hereby kindly requests, pursuant to Section 3.3(a) of the TAA, that the Commitment Termination Date be extended from [________], the current Commitment Termination Date, to [____________________], which is 364 days after the current Commitment Termination Date (the "Requested CTD Extension"). This notice constitutes an Extension Request for purposes of Section 3.3 of the TAA. The Response Deadline in respect of the Requested CTD Extension is [_______].[3]

The Requested CTD Extension shall not become effective in respect of any Alternate Investor unless this Extension Request is executed and delivered by such Alternate Investor, the undersigned, the Master Servicer and the Administrative Agent, and then the Requested CTD Extension shall be effective only in respect of such Alternate Investor. The failure of any Alternate Investor to respond to this Extension Request by the Response Deadline shall be deemed to be a rejection of the Extension Request by such Alternate Investor.

Acceptance of this Extension Request may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Extension Request by telefacsimile shall be effective as delivery of a manually executed counterpart of this Waiver.

Sincerely,

Arrow Electronics Funding Corporation,
as SPV

By:___
Name:__
Title:__

Acknowledged, accepted and agreed to as of the date hereof:

Arrow Electronics, Inc.,
as Master Servicer

By:__
Name:__
Title:__

[3] A date no later than the fifteenth day prior to the then effective Commitment Termination Date.

ACCEPTED AND AGREED

Bank of America, National Association,
as Administrative Agent and Alternate Investor

By:__
Name:__
Title:__

The Bank of Nova Scotia,
as an Alternate Investor

By:__
Name:__
Title:__

The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch,
as an Alternate Investor

By:____
Name:__
Title:__

Wells Fargo Bank, N.A.,
as an Alternate Investor

By:__
Name:__
Title:____

Exhibit 10(n)(ii)

Amendment No. 1 to Dealer Agreement dated as of November 9, 1999,
between Arrow Electronics, Inc. and J.P. Morgan Securities LLC (f.k.a. Chase Securities Inc.), Merrill Lynch, Pierce, Fenner & Smith Incorporated (f.k.a. Bank of America Securities LLC), Goldman, Sachs & Co. and Morgan Stanley & Co. LLC (f.k.a. Morgan Stanley & Co. Incorporated)

Dated as of October 11, 2011

This amendment ("Amendment No. 1") sets forth the understandings between Arrow Electronics, Inc. (the "Issuer") and J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Goldman, Sachs & Co. and Morgan Stanley & Co. LLC (collectively, the "Dealers"), parties to an agreement, dated as of November 9, 1999 (the "Dealer Agreement"), pursuant to which the Issuer appointed the Dealers as dealers of certain short-term promissory notes (the "Notes") of the Issuer. The purpose of this letter is to set forth the following amendments to the Dealer Agreement:

1. All references to the "Issuing and Paying Agency Agreement" within the Dealer Agreement shall be deemed to refer to the Issuing and Paying Agency Agreement, dated as of October __, 2011, between the Issuer and JPMorgan Chase Bank, National Association, as Issuing and Paying Agent, and all references to "The Chase Manhattan Bank" and the "Issuing and Paying Agent" within the Dealer Agreement shall be deemed to refer to JPMorgan Chase Bank, National Association.

2. The following Section 7.9 is hereby added to the Dealer Agreement and made fully a part thereof:

> 7.9 The Issuer acknowledges and agrees that (i) the purchase and sale of the Notes pursuant to this Agreement is an arm's-length commercial transaction between the Issuer, on the one hand, and the Dealers, on the other, (ii) in connection therewith and with the process leading to such transaction the Dealers are acting solely as principals and not the agents or fiduciaries of the Issuer, (iii) no Dealer has assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether a Dealer has advised or is currently advising the Issuer on other matters) or any other obligation to the Issuer except the obligations expressly set forth in this Agreement and (iv) the Issuer has consulted its own legal and financial advisors to the extent it deemed appropriate. The Issuer agrees that it will not claim that any Dealer has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Issuer, in connection with such transaction or the process leading thereto.

Except as amended by this Amendment No. 1, the Dealer Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed as of the date and year first above written.

Arrow Electronics, Inc., as Issuer

By: /s/ Michael J. Taunton Name: Michael J. Taunton

Title: V.P. and Treasurer

J.P. Morgan Securities LLC, as Dealer

By: /s/ Johanna C. Foley Name: Johanna C. Foley
Title: Executive Director

Merrill Lynch, Pierce, Fenner & Smith Incorporated, as Dealer

By: /s/ Robert J. Little
Name: Robert J. Little
Title: Managing Director

Goldman, Sachs & Co., as Dealer

By: /s/ Susan Dowling Name: Susan Dowling
Title: Authorized Signatory

Morgan Stanley & Co. LLC, as Dealer

By: /s/ Yury Slyz Name: Yury Slyz
Title: Executive Director

Exhibit 10(n)(iii)

ISSUING AND PAYING AGENCY AGREEMENT

This Agreement, dated as of October 11, 2011, is by and between Arrow Electronics, Inc. (the **“Issuer”**) and JPMorgan Chase Bank, National Association (**“JPMorgan”**).

1. APPOINTMENT AND ACCEPTANCE

The Issuer hereby appoints JPMorgan as its issuing and paying agent in connection with the issuance and payment of certain short-term promissory notes of the Issuer (the **“Notes”**), as further described herein, and JPMorgan agrees to act as such agent upon the terms and conditions contained in this Agreement.

2. COMMERCIAL PAPER PROGRAMS

The Issuer may establish one or more commercial paper programs under this Agreement by delivering to JPMorgan a completed program schedule (the **“Program Schedule”**), with respect to each such program. JPMorgan has given the Issuer a copy of the current form of Program Schedule and the Issuer shall complete and return its first Program Schedule to JPMorgan prior to or simultaneously with the execution of this Agreement. In the event that any of the information provided in, or attached to, a Program Schedule shall change, the Issuer shall promptly inform JPMorgan of such change in writing.

3. NOTES

All Notes issued by the Issuer under this Agreement shall be short-term promissory notes, exempt from the registration requirements of the Securities Act of 1933, as amended, as indicated on the Program Schedules, and from applicable state securities laws. The Notes may be placed by dealers (the **“Dealers”**) pursuant to Section 4 hereof. Notes shall be issued in either certificated or book-entry form.

4. AUTHORIZED REPRESENTATIVES

The Issuer shall deliver to JPMorgan a duly adopted corporate resolution from the Issuer’s Board of Directors (or other governing body) authorizing the issuance of Notes under each program established pursuant to this Agreement and a certificate of incumbency, with specimen signatures attached, of those officers, employees and agents of the Issuer authorized to take certain actions with respect to the Notes as provided in this Agreement (each such person is hereinafter referred to as an **“Authorized Representative”**). Until JPMorgan receives any subsequent incumbency certificates of the Issuer, JPMorgan shall be entitled to rely on the last incumbency certificate delivered to it for the purpose of determining the Authorized Representatives. The Issuer represents and warrants that each Authorized Representative may appoint other officers, employees and agents of the Issuer (the **“Delegates”**), including without limitation any Dealers, to issue instructions to JPMorgan under this Agreement, and take other actions on the Issuer’s behalf hereunder, provided that notice of the appointment of each Delegate is delivered to JPMorgan in writing. Each such appointment shall remain in effect unless and until revoked by the Issuer in a written notice to JPMorgan.

5. CERTIFICATED NOTES

If and when the Issuer intends to issue certificated notes (**“Certificated Notes”**), the Issuer and JPMorgan shall agree upon the form of such Notes. Thereafter, the Issuer shall from time to time deliver to JPMorgan adequate supplies of Certificated Notes which will be in bearer form, serially numbered, and shall be executed by the manual or facsimile signature of an Authorized Representative. JPMorgan will acknowledge receipt of any supply of Certificated Notes received from the Issuer, noting any exceptions to the shipping manifest or transmittal letter (if any), and will hold the Certificated Notes in safekeeping for the Issuer in accordance with JPMorgan’s customary practices. JPMorgan shall not have any liability to the Issuer to determine by whom or by what means a facsimile signature may have been affixed on Certificated Notes, or to determine whether any facsimile or manual signature is genuine, if such facsimile or manual signature resembles the specimen signature attached to the Issuer's certificate of incumbency with respect to such Authorized Representative. Any Certificated Note bearing the manual or facsimile signature of a person who is an Authorized Representative on the date such signature was affixed shall bind the Issuer after completion thereof by JPMorgan, notwithstanding that such person shall have ceased to hold his or her office on the date such Note is countersigned or delivered by JPMorgan.

6. BOOK-ENTRY NOTES

The Issuer's book-entry notes (**"Book-Entry Notes"**) shall not be issued in physical form, but their aggregate face amount shall be represented by a master note (the **"Master Note"**) in the form of Exhibit A executed by the Issuer pursuant to the book-entry commercial paper program of The Depository Trust Company (**"DTC"**). JPMorgan shall maintain the Master Note in safekeeping, in accordance with its customary practices, on behalf of Cede & Co., the registered owner thereof and nominee of DTC. As long as Cede & Co. is the registered owner of the Master Note, the beneficial ownership interest therein shall be shown on, and the transfer of ownership thereof shall be effected through, entries on the books maintained by DTC and the books of its direct and indirect participants. The Master Note and the Book-Entry Notes shall be subject to DTC's rules and procedures, as amended from time to time. JPMorgan shall not be liable or responsible for sending transaction statements of any kind to DTC's participants or the beneficial owners of the Book-Entry Notes, or for maintaining, supervising or reviewing the records of DTC or its participants with respect to such Notes. In connection with DTC's program, the Issuer understands that as one of the conditions of its participation therein, it shall be necessary for the Issuer and JPMorgan to enter into a Letter of Representations, in the form of Exhibit B hereto, and for DTC to receive and accept such Letter of Representations. In accordance with DTC's program, JPMorgan shall obtain from the CUSIP Service Bureau a written list of CUSIP numbers for Issuer's Book-Entry Notes, and JPMorgan shall deliver such list to DTC. The CUSIP Service Bureau shall bill the Issuer directly for the fee or fees payable for the list of CUSIP numbers for the Issuer's Book-Entry Notes.

7. ISSUANCE INSTRUCTIONS TO JPMORGAN; PURCHASE PAYMENTS

The Issuer understands that all instructions under this Agreement are to be directed to JPMorgan's Commercial Paper Operations Department. JPMorgan shall provide the Issuer, or, if applicable, the Issuer's Dealers, with access to JPMorgan's Money Market Issuance System or other electronic means (collectively, the **"System"**) in order that JPMorgan may receive electronic instructions for the issuance of Notes. Electronic instructions must be transmitted in accordance with the procedures furnished by JPMorgan to the Issuer or its Dealers in connection with the System. These transmissions shall be the equivalent to the giving of a duly authorized written and signed instruction which JPMorgan may act upon without liability. In the event that the System is inoperable at any time, an Authorized Representative or a Delegate may deliver written, telephone or facsimile instructions to JPMorgan, which instructions shall be verified in accordance with any security procedures agreed upon by the parties. JPMorgan shall incur no liability to the Issuer in acting upon instructions believed by JPMorgan in good faith to have been given by an Authorized Representative or a Delegate. Any telephonic instructions given to JPMorgan by the Issuer shall be confirmed in writing by an Authorized Representative within 24 hours of the time received by JPMorgan. In the event that a discrepancy exists between a telephonic instruction and a written confirmation, the telephonic instruction will be deemed the controlling and proper instruction. JPMorgan may electronically record any conversations made pursuant to this Agreement, and the Issuer hereby consents to such recordings. All issuance instructions regarding the Notes must be received by 1:00 P.M. New York time in order for the Notes to be issued or delivered on the same day.

(a) **Issuance and Purchase of Book-Entry Notes.** Upon receipt of issuance instructions from the Issuer or its Dealers with respect to Book-Entry Notes, JPMorgan shall transmit such instructions to DTC and direct DTC to cause appropriate entries of the Book-Entry Notes to be made in accordance with DTC's applicable rules, regulations and procedures for book-entry commercial paper programs. JPMorgan shall assign CUSIP numbers to the Issuer's Book-Entry Notes to identify the Issuer's aggregate principal amount of outstanding Book-Entry Notes in DTC's system, together with the aggregate unpaid interest (if any) on such Notes. Promptly following DTC's established settlement time on each issuance date, JPMorgan shall access DTC's system to verify whether settlement has occurred with respect to the Issuer's Book-Entry Notes. Prior to the close of business on such business day, JPMorgan shall deposit immediately available funds in the amount of the proceeds due the Issuer (if any) to the Issuer's account at JPMorgan and designated in the applicable Program Schedule (the **"Account"**), provided that JPMorgan has received DTC's confirmation that the Book-Entry Notes have settled in accordance with DTC's applicable rules, regulations and procedures. JPMorgan shall have no liability to the Issuer whatsoever if any DTC participant purchasing a Book-Entry Note fails to settle or delays in settling its balance with DTC or if DTC or any DTC participant fails to perform in any respect.

(b) **Issuance and Purchase of Certificated Notes.** Upon receipt of issuance instructions with respect to Certificated Notes, JPMorgan shall: (a) complete each Certificated Note as to principal amount, date of issue, maturity date, place of payment, and rate or amount of interest (if such Note is interest bearing) in accordance with such instructions; (b) countersign each Certificated Note; and (c) deliver each Certificated Note in accordance with the Issuer's instructions, except as otherwise set forth below. Whenever JPMorgan is instructed to deliver any Certificated Note by mail, JPMorgan shall strike from the Certificated Note the word "Bearer," insert as payee the name of the person so designated by the Issuer and effect delivery by mail to such payee or to such other person as is specified in such instructions to receive the Certificated Note. The Issuer understands that, in accordance with the custom prevailing in the commercial paper market, delivery of Certificated Notes shall be made before the actual receipt of payment for such Notes in immediately available funds, even if the Issuer instructs JPMorgan to deliver a Certificated Note against payment. Therefore, once JPMorgan has delivered a Certificated Note to the designated recipient, the Issuer shall bear the risk that such recipient may fail to remit payment of such Note or return such Note to JPMorgan. Delivery of Certificated Notes shall be subject to the rules of the New York Clearing House in effect at the time of such delivery. Funds received in payment of Certificated Notes shall be credited to the Account.

8. USE OF SALES PROCEEDS IN ADVANCE OF PAYMENT

JPMorgan shall not be obligated to credit the Issuer's Account unless and until payment of the purchase price of each Note is received by JPMorgan. From time to time, JPMorgan, in its sole discretion, may permit the Issuer to have use of funds payable with respect to a Note prior to JPMorgan's receipt of the sales proceeds of such Note. If JPMorgan makes a deposit, payment or transfer of funds on behalf of the Issuer before JPMorgan receives payment for any Note, such deposit, payment or transfer of funds shall represent an advance by JPMorgan to the Issuer to be repaid promptly, and in any event on the same day as it is made, from the proceeds of the sale of such Note, or by the Issuer if such proceeds are not received by JPMorgan.

9. PAYMENT OF MATURED NOTES

Notice that the Issuer will not redeem any Note on the relative Initial Redemption Date (as defined in the applicable Extendible Commercial Note Announcement) must be received in writing by JPMorgan by 11:00 A.M. on such Initial Redemption Date. On any other day when a Note matures or is prepaid, the Issuer shall transmit, or cause to be transmitted, to the Account, prior to 1:00 P.M. New York time on the same day, an amount of immediately available funds sufficient to pay the aggregate principal amount of such Note and any applicable interest due. JPMorgan shall pay the interest (if any) and principal on a Book-Entry Note to DTC in immediately available funds, which payment shall be by net settlement of JPMorgan's account at

DTC. JPMorgan shall pay Certificated Notes upon presentment. JPMorgan shall have no obligation under the Agreement to make any payment for which there is not sufficient, available and collected funds in the Account, and JPMorgan may, without liability to the Issuer, refuse to pay any Note that would result in an overdraft to the Account.

10. OVERDRAFTS

(a) Intraday overdrafts with respect to each Account shall be subject to JPMorgan's policies as in effect from time to time.

(b) An overdraft will exist in an Account if JPMorgan, in its sole discretion, (i) permits an advance to be made pursuant to Section 8 and, notwithstanding the provisions of Section 8, such advance is not repaid in full on the same day as it is made, or (ii) pays a Note pursuant to Section 9 in excess of the available collected balance in such Account. Overdrafts shall be subject to JPMorgan's established banking practices, including, without limitation, the imposition of interest, funds usage charges and administrative fees. The Issuer shall repay any such overdraft, fees and charges no later than the next business day, together with interest on the overdraft at the rate established by JPMorgan for the Account, computed from and including the date of the overdraft to the date of repayment.

11. NO PRIOR COURSE OF DEALING

No prior action or course of dealing on the part of JPMorgan with respect to advances of the purchase price or payments of matured Notes shall give rise to any claim or cause of action by the Issuer against JPMorgan in the event that JPMorgan refuses to pay or settle any Notes for which the Issuer has not timely provided funds as required by this Agreement.

12. RETURN OF CERTIFICATED NOTES

JPMorgan will in due course cancel any Certificated Note presented for payment and return such Note to the Issuer. JPMorgan shall also cancel and return to the Issuer any spoiled or voided Certificated Notes. Promptly upon written request of the Issuer or at the termination of this Agreement, JPMorgan shall destroy all blank, unissued Certificated Notes in its possession and furnish a certificate to the Issuer certifying such actions.

13. INFORMATION FURNISHED BY JPMORGAN

Upon the reasonable request of the Issuer, JPMorgan shall promptly provide the Issuer with information with respect to any Note issued and paid hereunder, provided, that the Issuer delivers such request in writing and, to the extent applicable, includes the serial number or note number, principal amount, payee, date of issue, maturity date, amount of interest (if any) and place of payment of such Note.

14. REPRESENTATIONS AND WARRANTIES

The Issuer represents and warrants that: (i) it has the right, capacity and authority to enter into this Agreement; and (ii) it will comply with all of its obligations and duties under this Agreement. The Issuer further represents and agrees that each Note issued and distributed upon its instruction pursuant to this Agreement shall constitute the Issuer's representation and warranty to JPMorgan that such Note is a legal, valid and binding obligation of the Issuer, and that, to the best of its knowledge, such Note is being issued in a transaction which is exempt from registration under the Securities Act of 1933, as amended, and any applicable state securities law.

15. DISCLAIMERS

Neither JPMorgan nor its directors, officers, employees or agents shall be liable for any act or omission under this Agreement except in the case of negligence or willful misconduct. IN NO EVENT SHALL JPMORGAN BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS), EVEN IF JPMORGAN HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH LOSS OR DAMAGE AND REGARDLESS OF THE FORM OF ACTION. In no event shall JPMorgan be considered negligent in consequence of complying with DTC's rules, regulations and procedures. The duties and obligations of JPMorgan, its directors, officers, employees or agents shall be determined by the express provisions of this Agreement and they shall not be liable except for the performance of such duties and obligations as are specifically set forth herein and no implied covenants shall be read into this Agreement against them. Neither JPMorgan nor its directors, officers, employees or agents shall be required to ascertain whether any issuance or sale of any Notes (or any amendment or termination of this Agreement) has been duly authorized or is in compliance with any other agreement to which the Issuer is a party (whether or not JPMorgan is also a party to such agreement).

16. INDEMNIFICATION

The Issuer agrees to indemnify, defend and hold harmless JPMorgan, its directors, officers, employees and agents (collectively, "indemnitees") from and against any and all liabilities, claims, losses, damages, penalties, costs and expenses (including reasonable attorneys' fees and disbursements) suffered or incurred by or asserted or assessed against any indemnitee arising in respect of this Agreement, except in respect of any indemnitee for any such liability, claim, loss, damage, penalty, cost or expense resulting from the negligence or willful misconduct of such indemnitee. This indemnity will survive the termination of this Agreement.

17. OPINION OF COUNSEL

The Issuer shall deliver to JPMorgan all documents it may reasonably request relating to the existence of the Issuer and authority of the Issuer for this Agreement, including, without limitation, an opinion of counsel, substantially in the form of Exhibit C hereto.

18. NOTICES

All notices, confirmations and other communications hereunder shall (except to the extent otherwise expressly provided) be in writing and shall be sent by first-class mail, postage prepaid, by telecopier or by hand, addressed as follows, or to such other address as the party receiving such notice shall have previously specified to the party sending such notice:

If to the Issuer: Arrow Electronics, Inc.
50 Marcus Drive
Melville, NY 11747
Attention: Treasury Manager
Telephone: 631-847-5409
Facsimile: 631-847-5379

If to JPMorgan concerning the daily issuance and redemption of Notes:

Attention: JPMorgan Money Market Operations
14201 North Dallas Parkway, 6th Floor
Mail Code: TX1-J108
Dallas TX 75254-2916
Telephone: (866)-461-7587/ 469-477-4232
Facsimile: 469-477-4231

All other: Attention: JPMorgan CP Client Services
4 New York Plaza 14th Floor
New York NY 10004-2413
Telephone: (212) 623-8220
Facsimile: (917) 464-5864

Attention: JPMorgan CP Client Services
420 West Van Buren, 5th Floor
Mail Code IL-0114
Chicago, IL 60606
Fax Number: 312-954-0438

19. COMPENSATION

The Issuer shall pay compensation for services pursuant to this Agreement in accordance with the pricing schedules furnished by JPMorgan to the Issuer from time to time and upon such payment terms as the parties shall determine. The Issuer shall also reimburse JPMorgan for any fees and charges imposed by DTC with respect to services provided in connection with the Book-Entry Notes.

20. BENEFIT OF AGREEMENT

This Agreement is solely for the benefit of the parties hereto and no other person shall acquire or have any right hereunder or by virtue hereof.

21. TERMINATION

This Agreement may be terminated at any time by either party by written notice to the other, but such termination shall not affect the respective liabilities of the parties hereunder arising prior to such termination.

22. FORCE MAJEURE

In no event shall JPMorgan be liable for any failure or delay in the performance of its obligations hereunder because of circumstances beyond JPMorgan’s control, including, but not limited to, acts of God, flood, war (whether declared or undeclared), terrorism, fire, riot, strikes or work stoppages for any reason, embargo, government action, including any laws, ordinances, regulations or the like which restrict or prohibit the providing of the services contemplated by this Agreement, inability to obtain material, equipment, or communications or computer facilities, or the failure of equipment or interruption of communications or computer facilities, and other causes beyond JPMorgan’s control whether or not of the same class or kind as specifically named above.

23. ENTIRE AGREEMENT

This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between JPMorgan and the Issuer with respect to the subject matter hereof and supersedes in all respects all prior proposals, negotiations, communications, discussions and agreements between the parties concerning the subject matter of this Agreement.

24. WAIVERS AND AMENDMENTS

No failure or delay on the part of any party in exercising any power or right under this Agreement shall operate as a waiver, nor does any single or partial exercise of any power or right preclude any other or further exercise, or the exercise of any other power or right. No amendment, modification or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the Issuer and JPMorgan. Any such amendment, modification or waiver shall be effective only in the specific instance(s) and for the purpose(s) for which it is given.

25. BUSINESS DAY

Whenever any payment to be made hereunder shall be due on a day which is not a business day for JPMorgan, then such payment shall be made on JPMorgan's next succeeding business day.

26. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original and such counterparts together shall constitute but one instrument.

27. HEADINGS

The headings in this Agreement are for purposes of reference only and shall not in any way limit or otherwise affect the meaning or interpretation of any of the terms of this Agreement.

28. GOVERNING LAW

This Agreement and the Notes shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws provisions thereof.

29. JURISDICTION AND VENUE

Each party hereby irrevocably and unconditionally submits to the jurisdiction of the United States District Court for the Southern District of New York and any New York State court located in the Borough of Manhattan in New York City and of any appellate court from any thereof for the purposes of any legal suit, action or proceeding arising out of or relating to this Agreement (a **"Proceeding"**). Each party hereby irrevocably agrees that all claims in respect of any Proceeding may be heard and determined in such Federal or New York State court and irrevocably waives, to the fullest extent it may effectively do so, any objection it may now or hereafter have to the laying of venue of any Proceeding in any of the aforementioned courts and the defense of an inconvenient forum to the maintenance of any Proceeding.

30. WAIVER OF TRIAL BY JURY

EACH PARTY HEREBY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

31. ACCOUNT CONDITIONS

Each Account shall be subject to JPMorgan's account conditions, as in effect from time to time.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by duly authorized officers as of the day and year first-above written.

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION **ARROW ELECTRONICS, INC.**

By: /s/ Judith Hyppolite By: /s/ Michael J. Taunton

Name: Judith Hyppolite

Title: Vice President

Date: October 11, 2011

Name: Michael J. Taunton

Title: V.P. and Treasurer

Date: October 11, 2011

EXHIBIT A

(DTC Master Note)

EXHIBIT B

(DTC Letter of Representations)

EXHIBIT C

FORM OF OPINION

Date:__________

[Name and Address of Dealer]

Ladies and Gentlemen:

We have acted as counsel to ____________, a ________ corporation (the "Company"), in connection with the proposed offering and sale by the Company of commercial paper in the form of short-term promissory notes (the "Notes").

In our capacity as such counsel, we have examined a specimen form of Note, an executed copy of the Commercial Paper Dealer Agreement dated ______, 199__ (the "Agreement") between the Company and [Name of Dealer] (the "Dealer") and the Issuing and Paying Agency Agreement dated ______, 199__ (the "Issuing and Paying Agency Agreement") between the Company and JPMorgan Chase Bank ("JPMorgan") as well as originals, or copies certified or otherwise identified to our satisfaction, of such other records and documents as we have deemed necessary as a basis for the opinions expressed below. In such examination, we have assumed the genuineness of all documents submitted to us as originals, and the conformity to the originals of all documents submitted to us as copies.

We have advised the Company with respect to the uses of the proceeds from the sale of the Notes that would constitute "current transactions" within the meaning of Section __ of the Securities Act of 1933 as amended (the "Securities Act"). We have received and relied upon a statement of an [executive] officer of the Company setting forth the proposed use of the proceeds.

Capitalized terms used herein without definition are used as defined in the Agreement.

Based upon the foregoing, it is our opinion that:

1. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of ______ and has all the requisite power and authority to execute, deliver and perform its obligations under the Notes, the Agreement and the Issuing and Paying Agency Agreement.

2. Each of the Agreement and the Issuing and Paying Agency Agreement has been duly authorized, executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law), and except as rights to indemnity and contribution may be limited by federal or state law.

3. The Notes have been duly authorized, and when issued and delivered as provided in the Issuing and Paying Agency Agreement, will be duly and validly issued and delivered and will constitute legal, valid and binding obligations of the Company enforceable against the Company in accordance with their terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

4. The issuance and sale of Notes under the circumstances contemplated by the Agreement do not require registration of the Notes under the Securities Act, pursuant to the exemption from registration contained in Section ____ thereof, and do not require compliance with any provision of the Trust Indenture Act of 1939 as amended; and the Notes will rank at least pari passu with all other unsecured and unsubordinated indebtedness of the Company.

5. No consent or action of, or filing or registration with, any governmental or public regulatory body or authority, including the Securities and Exchange Commission, is required to authorize, or is otherwise required in connection with the execution, delivery or

performance of the Agreement, the Issuing and Paying Agency Agreement or the Notes, except as may be required by the securities or Blue Sky laws of the various states in connection with the offer and sale of the Notes.

6. Neither the execution and delivery of the Agreement and the Issuing and Paying Agency Agreement, nor the issuance and delivery of the Notes in accordance with the Issuing and Paying Agency Agreement, nor the fulfillment of or compliance with the terms and provisions of either thereof by the Company will (i) result in the creation or imposition of any mortgage, lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Company, or (ii) violate or result in an event of default under any of the terms of the Company's charter documents or by-laws, any contract or instrument to which the Company is a party or by which it or its property is bound, or any law or regulation, or any order, writ, injunction or decree of any court or government instrumentality to which the Company is subject or by which it or its property is bound.

7. There is no litigation or governmental proceeding pending, or to the knowledge of the Company threatened, against or affecting the Company or any of its subsidiaries which might result in a material adverse change in the conditions (financial or otherwise), operations or business prospects of the Company or the ability of the Company to perform its obligations under the Agreement, the Issuing and Paying Agency Agreement or the Notes.

8. The Company is not an "investment company" or an entity "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

This opinion may be delivered to the Issuing and Paying Agent and any nationally recognized rating agency (in connection with the rating of the Notes), each of which may rely on this opinion to the same extent as if such opinion were addressed to it.

Very truly yours,

Exhibit 21

ARROW ELECTRONICS, INC. & SUBSIDIARIES

Organizational (Legal Entity) Structure

As of December 31, 2011

1. Arrow Electronics, Inc. a New York corporation
2. Arrow Electronics Canada Ltd., a Canadian corporation
    a. Richardson RFPD Canada, Inc., a Canadian corporation
3. Schuylkill Metals of Plant City, Inc., a Delaware corporation (dormant)
4. Arrow Electronics International, Inc., a Delaware corporation (old FSC)
5. Hi-Tech Ad, Inc., a New York corporation (dormant)
6. Arrow Enterprise Computing Solutions, Inc., a Delaware corporation
    a. Arrow ECS Canada Ltd., a Canadian company
    b. Shared Solutions and Services, Inc., a Delaware company
        i. S3 Managed Services, LLC, a Delaware company
        ii. S3 Dedicated Services, LLC, a Delaware company
        iii. STI Communications of Canada Inc., a Canadian company
        iv. STI LayerX, Inc., a Delaware company
        v. S3 Telecom, Inc., a Minnesota company
            1. Cross Professional Services LLC, a Minnesota company
7. Arrow Electronics Funding Corporation, a Delaware corporation
8. Arrow Electronics Real Estate Inc., a New York corporation
9. Arrow Electronics (U.K.), Inc., a Delaware corporation
    a. Arrow Electronics (Sweden) KB, a Swedish partnership (98% owned)
    b. Arrow Electronics South Africa, LLP (1% owned), a South African limited partnership
    c. Arrow Holdings (Delaware) LLC, a Delaware company
        i. Arrow International Holdings L.P., a Cayman company (1% owned)
    d. Arrow International Holdings L.P., a Cayman company (99% owned)
        i. Arrow Electronics International Holdings, LLC, a Delaware company
            1. Arrow Electronics Holdings Vagyonkezelo, Kft, a Hungarian company (35.7% owned)
        ii. Arrow Electronics B.V., a Netherlands company (75% owned)
        iii. Arrow Electronics Holdings Vagyonkezelo, Kft, a Hungarian company (64.3% owned)
            1. Arrow Electronics Europe, LLC, a Delaware company
            2. Arrow Electronics B.V., a Netherlands company (25% owned)
            3. Arrow Electronics EMEASA S.r.l., an Italian company
                a. ARW Electronics, Ltd., an Israeli company
                    i. Arrow/Rapac, Ltd., an Israeli company
                        1. Richardson RFPD Israel Ltd., an Israeli company
                b. Arrow Electronics Services S.r.l., an Italian company
                    i. B.V. Arrow Electronics, DLC, a Netherlands company (34.35% owned)
                c. B.V. Arrow Electronics DLC, a Netherlands company (65.65% owned)
                    i. Arrow Electronics GmbH & Co. KG, a German

partnership

1. Arrow Electronics (Jersey) Ltd, a Jersey company
    a. Arrow Electronics UK Holding Ltd., a UK

Exhibit 21

company

i. Arrow Electronics (UK) Ltd., a UK company

a) Arrow Electronics, Ltd., a UK company (dormant)

b) Richardson RFPD UK Ltd., a UK company

ii. Arrow Northern Europe Ltd., a UK company (dormant)

iii. Multichip Ltd., a UK company

a) Microtronica Ltd., a UK company

2. Arrow Central Europe GmbH, a German company

a. Silverstar S.r.l., an Italian company (95% owned)

i. Arrow Electronics d.o.o., a Slovenian company

ii. Arrow Elektronik Ticaret, A.S., a Turkish company

iii. Arrow Electronics Hellas S.A., a Greek company

iv. Arrow Electronice S.R.L., a Romanian company

v. Arrow France, S.A., a French company

a) Richardson RFPD France SAS, a French company

vi. Arrow Iberia Electronica, S.L.U., a Spanish company

a) Arrow Iberia Electronica Lda., a Portugal company

b) Richardson RFPD Spain SL, a Spanish company

vii. Richardson RFPD Italy Srl, an Italian company

3. Arrow Electronics Danish Holdings ApS, a Danish company

a. Arrow Electronics Norwegian Holdings AS, a Norwegian company

i. Arrow Electronics Estonia OU, an Estonian company

ii. Jacob Hatteland Electronic II AS, a Norwegian company

iii. Arrow Finland OY, a Finnish company

iv. Arrow Denmark, ApS, a Danish company

v. Arrow Components Sweden AB, a Swedish company

a) Arrow Nordic Components AB,

Exhibit 21

a Swedish company

b) Richardson RFPD Sweden AB

vi. Arrow Norway A/S, a Norwegian company

4. Arrow Electronics Russ OOO, a Russian company (99% owned)
5. Industrade AG, a Swiss company
6. Arrow Electronics Hungary Kereskedelmi Bt, a Hungarian company (99% owned)
7. Spoerle Hungary Kereskedelmi Kft, a Hungarian company

   a. Arrow Electronics Hungary Kereskedelmi Bt, a Hungarian company (1% owned)
8. Arrow Electronics Czech Republic s.r.o., a Czech company
9. Arrow Electronics Poland Sp.z.o.o., a Polish company
10. Spoerle Eastern Europe GmbH, a German company

    a. Arrow Electronics Ukraine, LLC, a Ukrainian company

    b. Arrow Electronics Russ OOO, a Russian company(1% owned)

    c. Arrow Electronics Slovakia s.r.o., a Slovakian company (0.9% owned)
11. Arrow Electronics Slovakia s.r.o , a Slovakian company (99.1% owned)
12. Power and Signal Group GmbH, a German company
13. Arrow ECS Central GmbH, a German company

    a. Arrow ECS GmbH, a German company

    i. LWP GmbH, a German company

    b. Arrow ECS Sp.z.o.o., a Polish company

    i. Arrow ECS Services Sp.z.o.o., a Polish company (99.2% owned)

    c. Arrow ECS Kft., a Hungarian company

    d. Arrow ECS a.s., a Czech company

    e. Arrow ECS s.r.o., a Slovakian company

    f. Arrow ECS Internet Security AG, an Austrian company

    g. Arrow ECS d.o.o., a Croatian company

    h. Arrow ECS d.o.o., a Serbian company

    i. Arrow Enterprise Computing Solutions Ltd., a UK company

    i. Arrow ECS UK Ltd., a UK company (dormant)

    ii. Sphinx Group Limited (UK), a UK company

    1. Broomco (4184) Limited (UK), a

Exhibit 21

UK company
a. Sphinx CST Limited (UK), a UK company
i. Sphinx CST Networks Limited (UK), a UK company (dormant)
ii. Sphinx Professional Services Limited (UK), a UK company (dormant)

iii. Centia Group Ltd. (UK), a UK company

1. Centia Ltd. (UK), a UK company

j. Arrow ECS d.o.o., a Slovenian company

14. Arrow ECS, SAS, a French company
    a. Finovia SAS, a French company
    b. Asplenium SA, a French company
    c. Arrow ECS Support Center, Ltd., an Israeli company
    d. Arrow ECS Ltd., an Israeli company
    e. Arrow ECS SARL, a Moroccan company
    f. Arrow ECS B.V., a Netherlands company
    g. Arrow ECS SA NV, a Belgian company
    h. Logix Polska Sp. z.o.o., a Polish company
    i. Arrow ECS Nordic A/S, a Danish company
        i. Arrow ECS Norway AS, a Norwegian company
        ii. Arrow ECS Denmark A/S
            1. IPVista A/S, a Danish company
        iii. Arrow ECS Sweden AB, a Swedish company
        iv. Arrow ECS Finland OY, a Finnish company
        v. Arrow ECS Baltic OU, an Estonian company
    j. Diasa Infomatica, a Spanish company
    k. ARW Portugal LDA, a Portuguese company
15. Richardson RFPD Germany GmbH, a German company
16. Richardson RFPD Netherlands BV, a Netherlands company

ii. Arrow Electronics (Sweden) KB, a Swedish partnership (2% owned)

iii. Silverstar S.r.l., an Italian company (5% owned)

iv. Verwaltungsgesellschaft Arrow Electronics GmbH, a German company

v. Flection Group B.V., a Netherlands company

1. Flection Belgium BVBA, a Belgian company
2. Flection Czech Republic SRO, a Czech company
3. Flection Germany GmbH, a German company

Exhibit 21

4. Flection France SAS, a French company
5. Flection Netherlands B.V., a Netherlands company
6. Flection United Kingdom Ltd, a U.K. company
7. Flection South Africa Pty Ltd., a South African company

10. Arrow Electronics South Africa LLP (99% owned), a South African limited partnership
11. Arrow Altech Holdings (Pty) Ltd. (50.1% owned), a South African company

a. Arrow Altech Distribution (Pty) Ltd., a South African company
b. Erf 211 Hughes (Pty) Limited, a South African company

12. Arrow Brasil S.A., a Brazilian company

a. Elko C.E., S.A., an Argentinean company (3% owned)
b. Richardson RFPD Productos de Informatica, Ltda., a Brazilian company

13. Elko C.E., S.A., an Argentinean company (97% owned)
14. Eurocomponentes, S.A., an Argentinean company (dormant)
15. Macom, S.A., an Argentinean company (dormant)
16. Compania de Semiconductores y Componentes, S.A., an Argentinean company (dormant)
17. Components Agent (Cayman) Limited, a Cayman Islands company

a. Arrow/Components (Agent) Ltd., a Hong Kong company
i. Arrow Electronics (China) Trading Co. Ltd., a Chinese company
b. Arrow Electronics China Ltd., a Hong Kong company
i. Arrow Electronics (Shanghai) Co. Ltd., a Chinese company
ii. Arrow Electronics (Shenzhen) Co. Ltd., a Chinese company
iii. Arrow Electronics Distribution (Shanghai) Co. Ltd., a Chinese company
c. Arrow Electronics Asia Limited, a Hong Kong company
d. Arrow Electronics (S) Pte Ltd, a Singapore company
e. Intex-semi Ltd., a Hong Kong company
f. Arrow Electronics Asia (S) Pte Ltd., a Singapore company
i. Arrow Electronics (Thailand) Limited, a Thailand company
ii. Achieva Components PTE Ltd., a Singapore company
1. Achieva Components Sdn Bhd, a Malaysian company
2. Achieva Components (India) Private Limited, a Singapore company
3. Achieva Components China Ltd., a Hong Kong company
a. Achieva Components Int'l Trading (Shanghai) Co. Ltd., a Chinese company
4. Achieva Components (Taiwan) Ltd., a Taiwan company
iii. Achieva Electronics PTE Ltd., a Singapore company
1. Achieva Electronics Sdn Bhd, a Malaysian company
2. New Tech Electronics Pte. Ltd., a Singapore company
iv. Richardson RFPD Singapore, a Singapore company
1. ETEQ Components PTE Ltd., a Singapore company
g. Arrow Electronics India Ltd., a Hong Kong company
h. Arrow Asia Pac Ltd., a Hong Kong company
i. Components Agent Asia Holdings, Ltd., a Mauritius company
i. Arrow Electronics India Private Limited, an Indian company
j. Arrow Electronics ANZ Holdings Pty Ltd., an Australian company
i. Arrow Electronics Holdings Pty Ltd., an Australian company
1. Arrow Electronics Australia Pty Ltd., an Australian company

a. Richardson RFPD Australia Pty. Ltd., an Australian company

ii. Arrow Components (NZ), a New Zealand Company

Exhibit 21

k. Arrow Electronics Labuan Pte Ltd., a Malaysian company

i. Arrow Electronics Korea Limited, a South Korean company

1. Excel Tech, Inc., a South Korean company
2. Richardson RFPD Korea Ltd., a Korean company

l. Arrow Components (M) Sdn Bhd, a Malaysian company

i. Richardson RFPD (Malaysia) Sdn Bhd, a Malaysian company

m. Arrow Electronics Taiwan Ltd., a Taiwanese company

i. Lite-On Korea, Ltd., a South Korean company (51.42% owned)

ii. TLW Electronics, Ltd., a Hong Kong company

1. Lite-On Korea, Ltd., a South Korean company (48.58% owned)

iii. Richardson RFPD Taiwan, a Taiwanese company

iv. Ultra Source Technology Corp., a Taiwanese company

1. Channel Ware Corp., a Taiwanese company

n. Richardson RFPD Hong Kong, a Hong Kong company

i. Richardson RFPD Electronics Trading (Shanghai) Co. Ltd., a Chinese company

o. Arrow SEED (Hong Kong) Limited, a Hong Kong company

i. Arrow (Shanghai) Trading Co. Ltd., a Chinese company

ii. Beijing Arrow SEED Technology Co. Ltd., a Chinese company

18. Arrow Asia Distribution Limited, a Hong Kong company
19. Arrow Electronics (CI) Ltd., a Cayman Islands company

a. Arrow Electronics Japan GK, a Japanese company

i. Universe Electron Corporation, a Japanese company

ii. Richardson RFPD Japan KK, a Japanese company

iii. Arrow Chip One Stop Holdings GK, a Japanese company

1. Chip One Stop, Inc., a Japanese company

a. Chip One Stop International Pte Ltd., a Singapore company

b. Marubun/Arrow Asia Ltd., a British Virgin Islands company (50% owned)

i. Marubun/Arrow (HK) Limited, a Hong Kong company

1. Marubun/Arrow (Shanghai) Co., Ltd., a Chinese company

ii. Marubun/Arrow (S) Pte Ltd., a Singapore company

1. Marubun/Arrow (Thailand) Co., Ltd., a Thailand company
2. Marubun/Arrow (Philippines) Inc., a Filipino company
3. Marubun/Arrow (M) Sdn. Bhd (Malaysia), a Malaysian company

20. Marubun/Arrow USA, LLC, a Delaware limited liability company (50% owned)
21. Arrow Electronics Mexico, S. de R.L. de C.V., a Mexican company
22. Dicopel, Inc., a U.S. company

a. Arrow Components Chile Limitada, a Chilean company

23. Arrow Components Mexico S.A. de C.V., a Mexican company
24. Wyle Electronics de Mexico S de R.L. de C.V., a Mexican company (dormant)
25. Wyle Electronics Caribbean Corp., a Puerto Rican company (dormant)
26. Marubun Corporation, a Japanese company (8.38% owned)

a. Marubun USA Corporation, a California corporation

i. Marubun/Arrow USA, LLC, a Delaware limited liability company (50% owned)

27. WPG Holding Co., Ltd., a Taiwanese company (2.0% owned)
28. A.E. Petsche Company, Inc., a Texas corporation
    a. Petsche Mexico, LLC, a U.S. company
        i. A.E. Petsche Company S De RL, a Mexican partnership (1% owned)

Exhibit 21

b. A.E. Petsche Company S De RL, a Mexican partnership (99% owned)
c. A.E. Petsche SAS, a French company
i. Pansystem S.r.l., an Italian company
ii. A.E. Petsche UK Ltd., a U.K. company
29. A.E. Petsche Belgium BVBA, a Belgian company
30. A.E. Petsche Canada, Inc., a Canadian company
31. PCG Parent Corp., a Delaware corporation
a. PCG Trading, LLC, a Delaware company
i. Converge Asia Pte, Ltd., a Singapore company
ii. Converge (Shanghai) International Trading Co., Ltd., a Chinese company
iii. Converge France SAS, a French company
iv. Converge Netherlands BV, a Netherlands company
v. Converge Scandinavia AB, a Swedish company
vi. Converge Electronics Trading (India) Private Limited, an Indian company (50.5% owned)
b. Arrow-Intechra LLC, a Delaware corporation
c. Converge Electronics Trading (India) Private Limited, an Indian company (49.5% owned)
32. Eshel Technology Group, Inc., a California corporation
33. Transim Technology Corporation, a California corporation
34. Richardson RFPD, Inc., a Delaware corporation
35. Nu Horizons Electronics Corp., a Delaware corporation
a. NIC Components Corp., a New York corporation
b. Nu Horizons International Corp., a New York corporation
c. NUHC Inc., a Canadian corporation
d. NIC Components Asia PTE LTD, a Singapore company
e. Titan Supply Chain Services Corp., a New York corporation
f. Titan Supply Chain Services PTE LTD, a Singapore company
g. Nu Horizons Electronics Services Mexico S.A. De C.V., a Mexican company
h. Nu Horizons Electronics Mexico S.A. de C.V., a Mexican company
i. Nu Horizons Electronics AS, a Danish company
j. Nu Horizons Electronics Asia PTE LTD, a Singapore company
i. Nu Horizons Electronics Pty Ltd, an Australian company
ii. Nu Horizons Electronics NZ Limited, a New Zealand company
iii. Nu Horizons Electronics Hong Kong Ltd., a Hong Kong company
1. Nu Horizons Electronics (Shanghai) Co. Ltd., a Chinese company
iv. NUH Electronics India Private Limited, an Indian company
v. Nu Horizons Electronics Malaysia SDN BHD, a Malaysian company
k. NuXchange B2B Services, Inc., a Delaware corporation
l. Razor Electronics, Inc., a New York corporation
m. Titan Supply Chain Services Limited, a UK company
n. NIC Components Europe Limited, a UK company
o. NIC Eurotech Limited, a UK company
p. Nu Horizons Electronics Europe Limited, a UK company (dormant)
i. Nu Horizons Electronics Limited, a UK company (dormant)
q. Razor Electronics Asia PTE LTD, a Singapore company

EXHIBIT 23

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Registration Statements and related prospectuses of Arrow Electronics, Inc., listed below, of our reports dated February 1, 2012, with respect to the consolidated financial statements and schedule of Arrow Electronics, Inc., and the effectiveness of internal control over financial reporting of Arrow Electronics, Inc., included in this Annual Report (Form 10-K) for the year ended December 31, 2011:

1. Registration Statement (Form S-3 No. 333-162070)
2. Registration Statement (Form S-8 No. 333-45631)
3. Registration Statement (Form S-8 No. 333-101534)
4. Registration Statement (Form S-8 No. 333-118563)
5. Registration Statement (Form S-8 No. 333-154719)

/s/ ERNST & YOUNG LLP

New York, New York
February 1, 2012

Exhibit 31(i)

Arrow Electronics, Inc.
Certification of Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Michael J. Long, certify that:

1. I have reviewed this Annual Report on Form 10-K of Arrow Electronics, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 1, 2012

By: /s/ Michael J. Long
Michael J. Long
Chairman, President, and Chief Executive Officer

Exhibit 31(ii)

Arrow Electronics, Inc.
Certification of Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Paul J. Reilly, certify that:

1. I have reviewed this Annual Report on Form 10-K of Arrow Electronics, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 1, 2012

By: /s/ Paul J. Reilly
Paul J. Reilly
Executive Vice President, Finance and Operations,
and Chief Financial Officer

Exhibit 32(i)

Arrow Electronics, Inc.
Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350, As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (“Section 906”)

In connection with the Annual Report on Form 10-K of Arrow Electronics, Inc. (the "company") for the year ended December 31, 2011 (the "Report"), I, Michael J. Long, Chairman, President, and Chief Executive Officer of the company, certify, pursuant to the requirements of Section 906, that, to the best of my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the company.

Date: February 1, 2012

By: /s/ Michael J. Long
Michael J. Long
Chairman, President, and Chief Executive Officer

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to the company and will be retained by the company and furnished to the Securities and Exchange Commission or its staff upon request.

Exhibit 32(ii)

Arrow Electronics, Inc.
Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (“Section 906”)

In connection with the Annual Report on Form 10-K of Arrow Electronics, Inc. (the "company") for the year ended December 31, 2011 (the "Report"), I, Paul J. Reilly, Executive Vice President, Finance and Operations, and Chief Financial Officer of the company, certify, pursuant to the requirements of Section 906, that, to the best of my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the company.

Date: February 1, 2012

By: /s/ Paul J. Reilly
Paul J. Reilly
Executive Vice President, Finance and
Operations, and Chief Financial Officer

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to the company and will be retained by the company and furnished to the Securities and Exchange Commission or its staff upon request.

Segment and Geographic Information (Tables)

12 Months Ended Dec. 31, 2011

Segment Reporting [Abstract]

Schedule of Segment Reporting Information, by Segment [Text Block]

Sales and operating income (loss), by segment, for the years ended December 31 are as follows:

	2011	2010	2009
Sales:			
Global components	$14,853,823	$13,168,381	$ 9,751,305
Global ECS	6,536,441	5,576,295	4,932,796
Consolidated	$21,390,264	$18,744,676	$14,684,101
Operating income (loss):			
Global components	$ 823,774	$ 715,333	$ 318,866
Global ECS	262,893	191,489	167,748
Corporate (a)	(177,824)	(156,047)	(213,827)
Consolidated	$ 908,843	$ 750,775	$ 272,787

(a) Includes restructuring, integration, and other charges of $37,811, $33,494, and $105,514 in 2011, 2010, and 2009, respectively. Also included in 2011 is a charge of $5,875 related to the settlement of a legal matter.

Reconciliation of Assets from Segment to Consolidated [Text Block]

Total assets, by segment, at December 31 are as follows:

	2011	2010
Global components	$5,974,174	$5,862,386
Global ECS	3,206,788	2,836,006
Corporate	648,117	902,146
Consolidated	$9,829,079	$9,600,538

Schedule Of Revenues From External Customers And Long Lived Assets By Geographical Areas Table [Text Block]

Sales, by geographic area, for the years ended December 31 are as follows:

	2011	2010	2009
Americas (b)	$10,576,106	$ 9,111,557	$ 7,056,745
EMEA	6,889,479	5,633,508	4,248,049
Asia/Pacific	3,924,679	3,999,611	3,379,307
Consolidated	$21,390,264	$18,744,676	$14,684,101

(b) Includes sales related to the United States of $9,706,593, $8,254,191, and $6,374,447 in 2011, 2010, and 2009, respectively.

Net property, plant and equipment, by geographic area, is as follows:

	2011	2010
Americas (c)	$ 479,420	$ 431,066
EMEA	56,552	55,607

Asia/Pacific	20,257	18,867
Consolidated	$ 556,229	$ 505,540

(c) Includes net property, plant and equipment related to the United States of $478,376 and $429,922 at December 31, 2011 and 2010, respectively

Financial Instruments Measured at Fair Value - AFS (Details) (USD $) In Thousands, unless otherwise specified	Dec. 31, 2011	Dec. 31, 2010
Marubun [Member]		
Schedule of Available-for-sale Securities [Line Items]		
Available For Sale Investment Ownership Percentage	8.40%	
Available-for-sale Securities, Amortized Cost	$ 10,016	$ 10,016
Available-for-sale Securities, Gross Unrealized Gains	(371)	3,726
Available-for-sale Securities, Fair Value Disclosure	9,645	13,742
WPG [Member]		
Schedule of Available-for-sale Securities [Line Items]		
Available For Sale Investment Ownership Percentage	2.00%	
Available-for-sale Securities, Amortized Cost	10,798	10,798
Available-for-sale Securities, Gross Unrealized Gains	24,978	44,206
Available-for-sale Securities, Fair Value Disclosure	$ 35,776	$ 55,004

Accounts Receivable (Details) (USD $) In Thousands, unless otherwise specified	Dec. 31, 2011	Dec. 31, 2010
Accounts, Notes, Loans and Financing Receivable [Line Items]		
Accounts receivable	$ 4,530,242	$ 4,140,868
Allowances for doubtful accounts	(48,125)	(37,998)
Accounts receivable, net	$ 4,482,117	$ 4,102,870

Employee Benefit Plan - Narrative (Details) (USD $)	12 Months Ended		
	Dec. 31, 2011	Dec. 31, 2010	Dec. 31, 2009
Defined Benefit Plan Disclosure [Line Items]			
Defined Benefit Plan, Target Allocation Percentage of Assets, Equity Securities	65.00%		
Defined Benefit Plan, Contributions by Employer	$ 9,854,000	$ 860,000	
Defined Benefit Plan, Estimated Future Employer Contributions in Next Fiscal Year	4,379,000		
Defined Benefit Plan, Target Allocation Percentage of Assets, Debt Securities	35.00%		
Other Comprehensive Income (loss), Reclassification, Pension and Other Postretirement Benefit Plans, Net Gain (loss) Recognized in Net Periodic Benefit Cost, After Tax	15,228,000	(368,000)	(1,038,000)
Other Comprehensive Income (loss), Reclassification, Pension and Other Postretirement Benefit Plans, Net Transition Asset (Obligation), Recognized in Net Periodic Benefit Cost, After Tax	0	18,000	251,000
Defined Benefit Plan, Amounts Recognized in Other Comprehensive Income (Loss), Net Prior Service Cost (Credit), After Tax	19,000	43,000	186,000
Defined Benefit Plan, Amounts Recognized in Other Comprehensive Income (Loss), Net Gain (Loss), After Tax	1,103,000	2,369,000	2,019,000
Pension and Other Postretirement Benefit Plans, Accumulated Other Comprehensive Income (Loss), Net Prior Service Cost (Credit), After Tax	44,000	63,000	
Pension and Other Postretirement Benefit Plans, Accumulated Other Comprehensive Income (Loss), Net Actuarial Cost (Credit), After Tax	40,243,000	26,332,000	
Defined Contribution Plan, Cost Recognized	10,063,000	8,870,000	7,821,000
Wyle SERP [Member]			
Defined Benefit Plan Disclosure [Line Items]			
Number of Participants	19		
Defined Benefit Plan, Prior Service Cost [Member]			
Defined Benefit Plan Disclosure [Line Items]			
Defined Benefit Plan, Amortization of Net Gains (Losses)	19,000		
Supplemental Employee Retirement Plans, Defined Benefit [Member]			
Defined Benefit Plan Disclosure [Line Items]			
Defined Benefit Plan, Expected Future Benefit Payments in Year One	3,869,000		
Defined Benefit Plan, Expected Future Benefit Payments in Year Two	4,089,000		
Defined Benefit Plan, Expected Future Benefit Payments in Year Three	4,050,000		
Defined Benefit Plan, Expected Future Benefit Payments in Year Four	4,004,000		
Defined Benefit Plan, Expected Future Benefit Payments in Year Five	4,206,000		
Defined Benefit Plan, Expected Future Benefit Payments in Five Fiscal Years Thereafter	25,209,000		
Current Arrow SERP [Member]			
Defined Benefit Plan Disclosure [Line Items]			
Number of Participants	9		
Former Arrow SERP [Member]			

Defined Benefit Plan Disclosure [Line Items]			
Number of Participants	16		
Defined Benefit Plan, Actuarial Loss [Member]			
Defined Benefit Plan Disclosure [Line Items]			
Defined Benefit Plan, Amortization of Net Gains (Losses)	2,180,000		
International [Member]			
Defined Benefit Plan Disclosure [Line Items]			
Defined Contribution Plan, Cost Recognized	$ 25,265,000	$ 20,714,000	$ 17,900,000

Income Taxes (Details) (USD $) In Thousands, unless otherwise specified	3 Months Ended	12 Months Ended				3 Months Ended		
	Dec. 31, 2011	Dec. 31, 2011	Dec. 31, 2010	Dec. 31, 2009	Dec. 31, 2011 International [Member]	Dec. 31, 2011 Reduction of the Provision for Income Taxes [Member]	Dec. 31, 2010 Reduction of the Provision for Income Taxes [Member]	Dec. 31, 2010 Reduction of Interest Expense [Member]
Income Tax Contingency [Line Items]								
Effective Income Tax Rate Reconciliation, at Federal Statutory Income Tax Rate		35.00%						
Non-cash impact of tax matters	$ 28,928	$ 0	$ (11,716)	$ 0		$ 28,928	$ 9,404	$ 2,312
Reduction of Interest Expense Tax Related Matters								3,840
Unrecognized Tax Benefits, Interest on Income Taxes Expense		2,068	(1,599)	4,678				
Unrecognized Tax Benefits, Income Tax Penalties and Interest Accrued	13,411	13,411	12,348					
Tax Credit Carryforward, Amount					156,335			
Tax Credit Carryforward, Deferred Tax Asset					44,654			
Other Tax Carryforward, Valuation Allowance					26,321			
Operating Loss Carryforwards	88,244	88,244	81,523					
Utilization of Net Operating Loss Carryforward	72,155	72,155	56,866					
Deferred Tax Liabilities, Undistributed Foreign Earnings	2,616,108	2,616,108						
Income Taxes Paid, Net		394,277	233,852	90,340				
Unrecognized Tax Benefits	63,498	63,498	66,110	68,833				
Unrecognized Tax Benefits Expected to be Paid	$ 8,000	$ 8,000						

Segment and Geographic Information - Geographic Sales & PP&E (Details) (USD $) In Thousands, unless otherwise specified	3 Months Ended								12 Months Ended		
	Dec. 31, 2011	Oct. 01, 2011	Jul. 02, 2011	Apr. 02, 2011	Dec. 31, 2010	Oct. 02, 2010	Jul. 03, 2010	Apr. 03, 2010	Dec. 31, 2011	Dec. 31, 2010	Dec. 31, 2009
Revenues From External Customers And Long Lived Assets [Line Items]											
Property, Plant and Equipment, Net	$ 556,229				$ 505,540				$ 556,229	$ 505,540	
Sales	5,440,473	5,186,857	5,539,931	5,223,003	5,238,162	4,657,841	4,613,307	4,235,366	21,390,264	18,744,676	14,684,101
United States [Member]											
Revenues From External Customers And Long Lived Assets [Line Items]											
Property, Plant and Equipment, Net	478,376				429,922				478,376	429,922	
Sales									9,706,593	8,254,191	6,374,447
Americas [Member]											
Revenues From External Customers And Long Lived Assets [Line Items]											
Property, Plant and Equipment, Net	479,420 [1]				431,066 [1]				479,420 [1]	431,066 [1]	
Sales									10,576,106 [2]	9,111,557 [2]	7,056,745
EMEA [Member]											
Revenues From External Customers And Long Lived Assets [Line Items]											
Property, Plant and Equipment, Net	56,552				55,607				56,552	55,607	
Sales									6,889,479	5,633,508	4,248,049
Asia Pacific [Member]											
Revenues From External Customers And Long Lived Assets [Line Items]											
Property, Plant and Equipment, Net	20,257				18,867				20,257	18,867	
Sales									$ 3,924,679	$ 3,999,611	$ 3,379,307

[1] Includes net property, plant and equipment related to the United States of $478,376 and $429,922 at December 31, 2011 and 2010, respectively

[2] Includes sales related to the United States of $9,706,593, $8,254,191, and $6,374,447 in 2011, 2010, and 2009, respectively.

Cost in Excess of Net Assets of Companies Acquired and Intangible Assets, net Cost in Excess of Net Assets of Companies Acquired and Intangible Assets, net - Intangible Assets (Details) (USD $) In Thousands, unless otherwise specified	12 Months Ended		
	Dec. 31, 2011	Dec. 31, 2010	Dec. 31, 2009
Finite And Indefinite Lived Intangible Assets [Line Items]			
Amortization of Intangible Assets	$ 35,359	$ 21,132	$ 15,349
Finite And Indefinite Lived Intangible Assets Gross	484,331	369,093	
Finite-Lived Intangible Assets, Accumulated Amortization	(91,568)	(58,246)	
Intangible assets, net	392,763	310,847	
Future Amortization Expense, Year One	32,315		
Future Amortization Expense, Year Two	28,802		
Future Amortization Expense, Year Three	28,271		
Future Amortization Expense, Year Four	27,896		
Future Amortization Expense, Year Five	26,265		
Trade Names [Member]			
Finite And Indefinite Lived Intangible Assets [Line Items]			
Finite And Indefinite Lived Intangible Assets Gross	179,000	130,000	
Finite-Lived Intangible Assets, Accumulated Amortization	0	0	
Intangible assets, net	179,000	130,000	
Customer Relationships [Member]			
Finite And Indefinite Lived Intangible Assets [Line Items]			
Acquired Finite-lived Intangible Asset, Weighted Average Useful Life	11	12	
Finite And Indefinite Lived Intangible Assets Gross	267,729	217,294	
Finite-Lived Intangible Assets, Accumulated Amortization	(69,762)	(47,336)	
Intangible assets, net	197,967	169,958	
Patented Technology [Member]			
Finite And Indefinite Lived Intangible Assets [Line Items]			
Acquired Finite-lived Intangible Asset, Weighted Average Useful Life	6	10	
Finite And Indefinite Lived Intangible Assets Gross	11,029	1,700	
Finite-Lived Intangible Assets, Accumulated Amortization	(693)	(57)	
Intangible assets, net	10,336	1,643	
Procurement Agreement [Member]			
Finite And Indefinite Lived Intangible Assets [Line Items]			
Acquired Finite-lived Intangible Asset, Weighted Average Useful Life	5	5	
Finite And Indefinite Lived Intangible Assets Gross	12,000	12,000	
Finite-Lived Intangible Assets, Accumulated Amortization	(11,400)	(9,000)	
Intangible assets, net	600	3,000	
Other Intangible Assets [Member]			

Finite And Indefinite Lived Intangible Assets [Line Items]				
Acquired Finite-lived Intangible Asset, Useful Life, Minimum	1			
Acquired Finite-lived Intangible Asset, Useful Life, Maximum	3			
Finite And Indefinite Lived Intangible Assets Gross	14,573	[1]	8,099	[1]
Finite-Lived Intangible Assets, Accumulated Amortization	(9,713)	[1]	(1,853)	[1]
Intangible assets, net	$ 4,860	[1]	$ 6,246	[1]

[1] Consists of non-competition agreements and sales backlog with useful lives ranging from one to three years.

Restructuring, Integration, and Other Charges (Tables)

12 Months Ended Dec. 31, 2011

Restructuring Charges [Abstract]

Schedule of Restructuring and Related Costs [Text Block]

The following table presents the components of the restructuring, integration, and other charges for the years ended December 31, 2011, 2010, and 2009:

	2011	2010	2009
Restructuring charges - current period actions	$ 23,818	$ 21,641	$ 100,274
Restructuring and integration charges (credits) - actions taken in prior periods	(689)	(559)	1,364
Acquisition-related expenses	14,682	12,412	3,876
	$ 37,811	$ 33,494	$ 105,514

Schedule of Restructuring Reserve by Type of Cost [Table Text Block]

2011 Restructuring Charge

The following table presents the components of the 2011 restructuring charge of $23,818 and activity in the related restructuring accrual for 2011:

	Personnel Costs	Facilities	Other	Total
Restructuring charge	$ 17,474	$ 5,387	$ 957	$ 23,818
Payments	(11,830)	(2,213)	(957)	(15,000)
Foreign currency translation	(127)	16	—	(111)
December 31, 2011	$ 5,517	$ 3,190	$ —	$ 8,707

The restructuring charge of $23,818 in 2011 primarily includes personnel costs of $17,474 and facilities costs of $5,387. The personnel costs are related to the elimination of approximately 280 positions within the global components business segment and approximately 240 positions within the global ECS business segment. The facilities costs are related to exit activities for 18 vacated facilities in the Americas and EMEA due to the company's continued efforts to streamline its operations and reduce real estate costs. These initiatives are due to the company's continued efforts to lower cost and drive operational efficiency, primarily related to the integration of recently acquired businesses.

2010 Restructuring Charge

The following table presents the components of the 2010 restructuring charge of $21,641 and activity in the related restructuring accrual for 2010 and 2011:

	Personnel Costs	Facilities	Other	Total
Restructuring charge	$ 14,711	$ 2,329	$ 4,601	$ 21,641
Payments	(12,583)	(1,019)	(3,049)	(16,651)
Non-cash usage	—	—	(657)	(657)
Foreign currency translation	(44)	12	79	47
December 31, 2010	2,084	1,322	974	4,380
Restructuring charge (credit)	15	757	(21)	751
Payments	(1,934)	(1,243)	(1,010)	(4,187)
Foreign currency translation	41	(15)	57	83

December 31, 2011	$ 206	$ 821	$ —	$ 1,027

The restructuring charge of $21,641 in 2010 primarily includes personnel costs of $14,711 and facilities costs of $2,329. The personnel costs are related to the elimination of approximately 180 positions within the global ECS business segment and approximately 100 positions within the global components business segment. The facilities costs are related to exit activities for 7 vacated facilities in the Americas and EMEA due to the company's continued efforts to streamline its operations and reduce real estate costs. These initiatives are due to the company's continued efforts to lower cost and drive operational efficiency.

2009 Restructuring Charge

The following table presents the components of the 2009 restructuring charge of $100,274 and activity in the related restructuring accrual for 2009, 2010, and 2011:

	Personnel Costs	Facilities	Other	Total
Restructuring charge	$ 90,896	$ 8,016	$ 1,362	$ 100,274
Payments	(65,524)	(1,747)	(1,138)	(68,409)
Foreign currency translation	8	18	—	26
December 31, 2009	25,380	6,287	224	31,891
Restructuring charge (credit)	2,397	(2,008)	(23)	366
Payments	(24,418)	(555)	(201)	(25,174)
Foreign currency translation	(1,611)	(399)	—	(2,010)
December 31, 2010	1,748	3,325	—	5,073
Restructuring charge (credit)	(666)	162	—	(504)
Payments	(787)	(1,865)	—	(2,652)
Foreign currency translation	10	50	—	60
December 31, 2011	$ 305	$ 1,672	$ —	$ 1,977

The restructuring charge of $100,274 in 2009 primarily includes personnel costs of $90,896 and facilities costs of $8,016. The personnel costs are related to the elimination of approximately 1,605 positions within the global components business segment and approximately 320 positions within the global ECS business segment. The facilities costs are related to exit activities for 28 vacated facilities worldwide due to the company's continued efforts to streamline its operations and reduce real estate costs. These initiatives are due to the company's continued efforts to lower cost and drive operational efficiency.

Restructuring and Integration Accruals Related to Actions Taken Prior to 2009

The following table presents the activity in the restructuring and integration accruals during 2009, 2010, and 2011 related to restructuring and integration actions taken prior to 2009:

	Personnel Costs	**Facilities**	**Other**	**Total**
December 31, 2008	$ 15,108	$ 10,791	$ 3,473	$ 29,372
Restructuring and integration charges (credits)	298	342	724	1,364
Payments	(13,602)	(4,922)	(65)	(18,589)
Non-cash usage	—	—	(2,309)	(2,309)
Foreign currency translation	(76)	465	(1)	388
December 31, 2009	1,728	6,676	1,822	10,226
Restructuring and integration charges (credits)	(255)	(381)	(289)	(925)
Payments	(1,179)	(2,577)	—	(3,756)
Non-cash usage	—	(582)	(104)	(686)
Foreign currency translation	(22)	(224)	(19)	(265)
December 31, 2010	272	2,912	1,410	4,594
Restructuring and integration credits	(48)	(787)	(101)	(936)
Payments	(219)	(746)	—	(965)
Foreign currency translation	(5)	10	—	5
December 31, 2011	$ —	$ 1,389	$ 1,309	$ 2,698

Quarterly Financial Data Quarterly Financial Information Table (Details) (USD $) In Thousands, except Per Share data, unless otherwise specified	3 Months Ended								12 Months Ended		
	Dec. 31, 2011	Oct. 01, 2011	Jul. 02, 2011	Apr. 02, 2011	Dec. 31, 2010	Oct. 02, 2010	Jul. 03, 2010	Apr. 03, 2010	Dec. 31, 2011	Dec. 31, 2010	Dec. 31, 2009
Quarterly Financial Data [Abstract]											
Sales	$ 5,440,473	$ 5,186,857	$ 5,539,931	$ 5,223,003	$ 5,238,162	$ 4,657,841	$ 4,613,307	$ 4,235,366	$ 21,390,264	$ 18,744,676	$ 14,684,101
Gross Profit	744,809	711,139	770,147	722,508	683,404	608,794	588,476	537,933			
Net income attributable to shareholders	$ 174,088 [1]	$ 132,216 [2]	$ 156,197 [3]	$ 136,309 [4]	$ 157,889 [5]	$ 118,502 [6]	$ 116,193 [7]	$ 87,046 [8]	$ 598,810	$ 479,630	$ 123,512
Basic	$ 1.55 [1],[9]	$ 1.17 [2],[9]	$ 1.35 [3],[9]	$ 1.18 [4],[9]	$ 1.37 [5]	$ 1.01 [6]	$ 0.97 [7]	$ 0.72 [8]	$ 5.25	$ 4.06	$ 1.03
Diluted	$ 1.53 [1],[9]	$ 1.15 [2],[9]	$ 1.33 [3],[9]	$ 1.16 [4],[9]	$ 1.34 [5]	$ 1 [6]	$ 0.96 [7]	$ 0.71 [8]	$ 5.17 [10]	$ 4.01 [10]	$ 1.03 [10]

[1] Includes restructuring, integration, and other charges ($11,223 net of related taxes or $.10 per share on both a basic and diluted basis), an adjustment to the gain on bargain purchase recorded in the first quarter of 2011 ($410 net of related taxes), a loss on prepayment of debt ($549 net of related taxes), and a net reduction in the provision for income taxes ($28,928 net of related taxes or $.26 and $.25 per share on a basic and diluted basis, respectively) principally due to a reversal of valuation allowance on certain international deferred tax assets.

[2] Includes restructuring, integration, and other charges ($6,048 net of related taxes or $.05 per share on both a basic and diluted basis).

[3] Includes restructuring, integration, and other charges ($3,584 net of related taxes or $.03 per share on both a basic and diluted basis).

[4] Includes restructuring, integration, and other charges ($7,199 net of related taxes or $.06 per share on both a basic and diluted basis), a charge related to the settlement of a legal matter ($3,609 net of related taxes or $.03 per share on both a basic and diluted basis), and a gain on bargain purchase ($1,078 net of related taxes or $.01 per share on both a basic and diluted basis).

[5] Includes restructuring, integration, and other charges ($5,459 net of related taxes or $.05 per share on both a basic and diluted basis), as well as a net reduction of the provision for income taxes ($9,404 net of related taxes or $.08 per share on both a basic and diluted basis) and a reduction of interest expense ($2,312 net of related taxes or $.02 per share on both a basic and diluted basis) primarily related to the settlement of certain income tax matters covering multiple years.

[6] Includes restructuring, integration, and other charges ($9,506 net of related taxes or $.08 per share on both a basic and diluted basis).

[7] Includes restructuring, integration, and other charges ($4,095 net of related taxes or $.03 per share on both a basic and diluted basis) and a loss on prepayment of debt ($964 net of related taxes or $.01 per share on both a basic and diluted basis).

[8] Includes restructuring, integration, and other charges ($5,545 net of related taxes or $.05 per share on both a basic and diluted basis).

[9] Quarterly net income per share is calculated using the weighted average number of shares outstanding during each quarterly period, while net income per share for the full year is calculated using the weighted average number of shares outstanding during the year. Therefore, the sum of the net income per share for each of the four quarters may not equal the net income per share for the full year.

[10] Stock-based compensation awards for the issuance of 1,051 shares, 3,257 shares, and 3,851 shares for the years ended December 31, 2011, 2010, and 2009, respectively, were excluded from the computation of net income per share on a diluted basis as their effect is anti-dilutive.

Employee Benefit Plans - Fair Value of Plan Assets (Details) (USD $) In Thousands, unless otherwise specified	Dec. 31, 2011	Dec. 31, 2010
Defined Benefit Plan Disclosure [Line Items]		
Defined Benefit Plan, Fair Value of Plan Assets	$ 81,719	$ 80,362
Fair Value, Inputs, Level 1 [Member]		
Defined Benefit Plan Disclosure [Line Items]		
Defined Benefit Plan, Fair Value of Plan Assets	73,384	77,599
Fair Value, Inputs, Level 2 [Member]		
Defined Benefit Plan Disclosure [Line Items]		
Defined Benefit Plan, Fair Value of Plan Assets	8,335	2,763
Fair Value, Inputs, Level 3 [Member]		
Defined Benefit Plan Disclosure [Line Items]		
Defined Benefit Plan, Fair Value of Plan Assets	0	0
Common Collective Trusts [Member]		
Defined Benefit Plan Disclosure [Line Items]		
Defined Benefit Plan, Fair Value of Plan Assets	1,058	843
Common Collective Trusts [Member] | Fair Value, Inputs, Level 1 [Member]		
Defined Benefit Plan Disclosure [Line Items]		
Defined Benefit Plan, Fair Value of Plan Assets	0	0
Common Collective Trusts [Member] | Fair Value, Inputs, Level 2 [Member]		
Defined Benefit Plan Disclosure [Line Items]		
Defined Benefit Plan, Fair Value of Plan Assets	1,058	843
Common Collective Trusts [Member] | Fair Value, Inputs, Level 3 [Member]		
Defined Benefit Plan Disclosure [Line Items]		
Defined Benefit Plan, Fair Value of Plan Assets	0	0
US Common Stocks [Member]		
Defined Benefit Plan Disclosure [Line Items]		
Defined Benefit Plan, Fair Value of Plan Assets	28,102	29,802
US Common Stocks [Member] | Fair Value, Inputs, Level 1 [Member]		
Defined Benefit Plan Disclosure [Line Items]		
Defined Benefit Plan, Fair Value of Plan Assets	28,102	29,802
US Common Stocks [Member] | Fair Value, Inputs, Level 2 [Member]		
Defined Benefit Plan Disclosure [Line Items]		
Defined Benefit Plan, Fair Value of Plan Assets	0	0
US Common Stocks [Member] | Fair Value, Inputs, Level 3 [Member]		
Defined Benefit Plan Disclosure [Line Items]		
Defined Benefit Plan, Fair Value of Plan Assets	0	0
International Mutual Funds [Member]		
Defined Benefit Plan Disclosure [Line Items]		
Defined Benefit Plan, Fair Value of Plan Assets	10,665	12,173
International Mutual Funds [Member] | Fair Value, Inputs, Level 1 [Member]		

Defined Benefit Plan Disclosure [Line Items]		
Defined Benefit Plan, Fair Value of Plan Assets	10,665	12,173
International Mutual Funds [Member] | Fair Value, Inputs, Level 2 [Member]		
Defined Benefit Plan Disclosure [Line Items]		
Defined Benefit Plan, Fair Value of Plan Assets	0	0
International Mutual Funds [Member] | Fair Value, Inputs, Level 3 [Member]		
Defined Benefit Plan Disclosure [Line Items]		
Defined Benefit Plan, Fair Value of Plan Assets	0	0
Index Mutual Funds [Member]		
Defined Benefit Plan Disclosure [Line Items]		
Defined Benefit Plan, Fair Value of Plan Assets	10,436	12,410
Index Mutual Funds [Member] | Fair Value, Inputs, Level 1 [Member]		
Defined Benefit Plan Disclosure [Line Items]		
Defined Benefit Plan, Fair Value of Plan Assets	10,436	12,410
Index Mutual Funds [Member] | Fair Value, Inputs, Level 2 [Member]		
Defined Benefit Plan Disclosure [Line Items]		
Defined Benefit Plan, Fair Value of Plan Assets	0	0
Index Mutual Funds [Member] | Fair Value, Inputs, Level 3 [Member]		
Defined Benefit Plan Disclosure [Line Items]		
Defined Benefit Plan, Fair Value of Plan Assets	0	0
Mutual Funds [Member]		
Defined Benefit Plan Disclosure [Line Items]		
Defined Benefit Plan, Fair Value of Plan Assets	24,181	23,214
Mutual Funds [Member] | Fair Value, Inputs, Level 1 [Member]		
Defined Benefit Plan Disclosure [Line Items]		
Defined Benefit Plan, Fair Value of Plan Assets	24,181	23,214
Mutual Funds [Member] | Fair Value, Inputs, Level 2 [Member]		
Defined Benefit Plan Disclosure [Line Items]		
Defined Benefit Plan, Fair Value of Plan Assets	0	0
Mutual Funds [Member] | Fair Value, Inputs, Level 3 [Member]		
Defined Benefit Plan Disclosure [Line Items]		
Defined Benefit Plan, Fair Value of Plan Assets	0	0
Insurance Contracts [Member]		
Defined Benefit Plan Disclosure [Line Items]		
Defined Benefit Plan, Fair Value of Plan Assets	7,277	1,920
Insurance Contracts [Member] | Fair Value, Inputs, Level 1 [Member]		
Defined Benefit Plan Disclosure [Line Items]		
Defined Benefit Plan, Fair Value of Plan Assets	0	0
Insurance Contracts [Member] | Fair Value, Inputs, Level 2 [Member]		
Defined Benefit Plan Disclosure [Line Items]		
Defined Benefit Plan, Fair Value of Plan Assets	7,277	1,920
Insurance Contracts [Member] | Fair Value, Inputs, Level 3 [Member]		
Defined Benefit Plan Disclosure [Line Items]		
Defined Benefit Plan, Fair Value of Plan Assets	$ 0	$ 0

Income Taxes - Effective Income Tax Reconciliation (Details) (USD $) In Thousands, unless otherwise specified	12 Months Ended		
	Dec. 31, 2011	Dec. 31, 2010	Dec. 31, 2009
Income Tax Contingency [Line Items]			
Effective Income Tax Rate Reconciliation, at Federal Statutory Income Tax Rate	35.00%		
Income (Loss) from Continuing Operations before Income Taxes, Domestic	$ 405,508	$ 313,127	$ 108,106
Income (Loss) from Continuing Operations before Income Taxes, Foreign	404,293	365,876	80,815
Income Before Income Taxes and Adjustment For Noncontrolling Interest	809,801	679,003	188,921
Income Tax Reconciliation, Income Tax Expense (Benefit), at Federal Statutory Income Tax Rate	283,430	237,651	66,122
Income Tax Reconciliation, State and Local Income Taxes	14,784	11,463	4,310
Income Tax Reconciliation, Foreign Income Tax Rate Differential	(48,785)	(61,868)	(42,333)
Income Tax Reconciliation, Change in Deferred Tax Assets Valuation Allowance	(49,826)	11,945	25,803
Income Tax Reconciliation, Nondeductible Expense, Other	4,744	4,040	2,634
Income Tax Reconciliation, Tax Settlements	12,437	(2,145)	8,258
Income Tax Reconciliation, Other Adjustments	(6,299)	(1,708)	622
Provision for income taxes	$ 210,485	$ 199,378	$ 65,416

Contingencies (Details) In Thousands, except Per Share data, unless otherwise specified	3 Months Ended	12 Months Ended											
	Apr. 02, 2011 USD ($)	Dec. 31, 2011 USD ($)	Dec. 31, 2010 USD ($)	Dec. 31, 2009 USD ($)	Dec. 31, 2011 Huntsville Site [Member] USD ($)	Dec. 31, 2011 Norco Site [Member] USD ($)	Dec. 31, 2011 Pending or Threatened Litigation [Member] USD ($)	Dec. 31, 2011 Tekelec Matter [Member] EUR (€)	Dec. 31, 2011 E ON AG [Member] USD ($)	Dec. 31, 2011 Groundwater Removal [Member] Huntsville Site [Member] USD ($)	Dec. 31, 2011 Groundwater Removal [Member] Norco Site [Member] USD ($)	Dec. 31, 2011 Project Management [Member] Norco Site [Member] USD ($)	Dec. 31, 2011 Investigation Report [Member] Norco Site [Member] USD ($)
Site Contingency [Line Items]													
Settlement of legal matter		$ 5,875	$ 0	$ 0			$ 5,875						
Settlement of legal matter	(3,609)	3,609	0	0			3,609						
Loss Related to Litigation Settlement Per Share							$ 0.03						
Loss Contingency, Range of Possible Loss, Maximum								11,333					
Loss Contingency Damages Sought Value						16,000		3,742					
Loss Contingency, Expenses Sought, Value								312					
Site Contingency, Loss Exposure Not Accrued, Low Estimate					3,000								
Site Contingency, Loss Exposure Not Accrued, High Estimate					4,000								
Environmental Remediation Expense To Date										4,000	11,000	30,000	
Additional Expected Project Expenditures Low Estimate										500	12,500	200	250
Additional Expected Project Expenditures High Estimate										750	24,250	300	500
Future Costs Expected to Be Covered by Indeminifcations		450											
Loss Contingency, Related Receivable Carrying Value		48,954											
Loss Contingency, Related Receivable Carrying Value, Period Increase (Decrease)		4,751											
Environmental Cost Recognized, Recovery Credited to Expense		13,000											
Claim For Reimbursement of Pre Acquisition Tax Liabilities									8,729				
Pre Acquisition Tax Liabilities Acknowledged by Acquiree									6,335				
Business Combination, Tax Receivable Assumed, Expected to be Recovered									$ 4,495				

Valuation and Qualifying Accounts (Details) (Allowance for Doubtful Accounts [Member], USD $) In Thousands, unless otherwise specified	12 Months Ended		
	Dec. 31, 2011	Dec. 31, 2010	Dec. 31, 2009
Allowance for Doubtful Accounts [Member]			
Movement in Valuation Allowances and Reserves [Roll Forward]			
Valuation Allowances and Reserves, Beginning Balance	$ 37,998	$ 39,674	$ 52,786
Valuation Allowances and Reserves, Reserves of Businesses Acquired	5,357 [1]	5,849 [1]	1,001 [1]
Valuation Allowances and Reserves, Deductions	8,187	12,526	21,628
Valuation Allowances and Reserves, Charged to Cost and Expense	12,957	5,001	7,515
Valuation Allowances and Reserves, Ending Balance	$ 48,125	$ 37,998	$ 39,674

[1] Represents the allowance for doubtful accounts of the businesses acquired by the company during 2011, 2010, and 2009.

Segment and Geographic Information (Details) (USD $) In Thousands, unless otherwise specified	3 Months Ended								12 Months Ended		
	Dec. 31, 2011	Oct. 01, 2011	Jul. 02, 2011	Apr. 02, 2011	Dec. 31, 2010	Oct. 02, 2010	Jul. 03, 2010	Apr. 03, 2010	Dec. 31, 2011	Dec. 31, 2010	Dec. 31, 2009
Segment Reporting Information [Line Items]											
Restructuring, integration, and other charges									$ 37,811	$ 33,494	$ 105,514
Settlement of legal matter									5,875	0	0
Assets	9,829,079				9,600,538				9,829,079	9,600,538	
Sales:											
Sales	5,440,473	5,186,857	5,539,931	5,223,003	5,238,162	4,657,841	4,613,307	4,235,366	21,390,264	18,744,676	14,684,101
Operating income (loss):											
Operating income									908,843	750,775	272,787
Global Components [Member]											
Segment Reporting Information [Line Items]											
Assets	5,974,174				5,862,386				5,974,174	5,862,386	
Sales:											
Sales									14,853,823	13,168,381	9,751,305
Operating income (loss):											
Operating income									823,774	715,333	318,866
Global ECS [Member]											
Segment Reporting Information [Line Items]											
Assets	3,206,788				2,836,006				3,206,788	2,836,006	
Sales:											
Sales									6,536,441	5,576,295	4,932,796
Operating income (loss):											
Operating income									262,893	191,489	167,748
Corporate [Member]											
Segment Reporting Information [Line Items]											
Assets	648,117				902,146				648,117	902,146	
Operating income (loss):											
Operating income									$ (177,824) [1]	$ (156,047) [1]	$ (213,827)

[1] Includes restructuring, integration, and other charges of $37,811, $33,494, and $105,514 in 2011, 2010, and 2009, respectively. Also included in 2011 is a charge of $5,875 related to the settlement of a legal matter.

Employee Benefit Plans - SERP Plans (Details) (Supplemental Employee Retirement Plans, Defined Benefit [Member], USD $) In Thousands, unless otherwise specified	12 Months Ended		
	Dec. 31, 2011	Dec. 31, 2010	Dec. 31, 2009
Supplemental Employee Retirement Plans, Defined Benefit [Member]			
Defined Benefit Plan Disclosure [Line Items]			
Defined Benefit Plan, Accumulated Benefit Obligation	$ 62,891	$ 53,980	
Defined Benefit Plan, Benefit Obligation	68,473	61,559	57,052
Defined Benefit Plan, Service Cost	1,525	1,642	
Defined Benefit Plan, Interest Cost	3,308	3,202	
Defined Benefit Plan, Actuarial Net (Gains) Losses	5,602	2,961	
Defined Benefit Plan, Benefits Paid	(3,521)	(3,298)	
Defined Benefit Plan, Funded Status of Plan	(68,473)	(61,559)	
Defined Benefit Plan, Amortization of Gains (Losses)	787	744	
Defined Benefit Plan, Amortization of Prior Service Cost (Credit)	41	80	
Defined Benefit Plan, Amortization of Transition Obligations (Assets)	0	29	
Defined Benefit Plan, Net Periodic Benefit Cost	$ 5,661	$ 5,697	
Defined Benefit Plan, Assumptions Used Calculating Benefit Obligation, Discount Rate	4.75%	5.50%	
Defined Benefit Plan, Assumptions Used Calculating Benefit Obligation, Rate of Compensation Increase	5.00%	5.00%	
Defined Benefit Plan, Assumptions Used Calculating Net Periodic Benefit Cost, Discount Rate	5.50%	5.50%	
Defined Benefit Plan, Assumptions Used Calculating Net Periodic Benefit Cost, Rate of Compensation Increase	5.00%	5.00%	

Summary of Significant Accounting Policies (Policies)	12 Months Ended Dec. 31, 2011
Organization, Consolidation and Presentation of Financial Statements [Abstract]	
Consolidation, Policy [Policy Text Block]	Principles of Consolidation The consolidated financial statements include the accounts of the company and its majority-owned subsidiaries. All significant intercompany transactions are eliminated.
Use of Estimates, Policy [Policy Text Block]	Use of Estimates The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires the company to make significant estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Actual results could differ from those estimates.
Cash and Cash Equivalents, Policy [Policy Text Block]	Cash and Cash Equivalents Cash equivalents consist of highly liquid investments, which are readily convertible into cash, with original maturities of three months or less.
Inventory, Policy [Policy Text Block]	Inventories Inventories are stated at the lower of cost or market. Cost approximates the first-in, first-out method. Substantially all inventories represent finished goods held for sale.
Property, Plant and Equipment, Policy [Policy Text Block]	Property, Plant and Equipment Property, plant and equipment are stated at cost. Depreciation is computed on the straight-line method over the estimated useful lives of the assets. The estimated useful lives for depreciation of buildings is generally 20 to 30 years, and the estimated useful lives of machinery and equipment is generally three to ten years. Leasehold improvements are amortized over the shorter of the term of the related lease or the life of the improvement. Long-lived assets are reviewed for impairment whenever changes in circumstances or events may indicate that the carrying amounts are not recoverable. If the fair value is less than the carrying amount of the asset, a loss is recognized for the difference.
Internal Use Software, Policy [Policy Text Block]	Software Development Costs The company capitalizes certain internal and external costs incurred to acquire or create internal-use software. Capitalized software costs are amortized on a straight-line basis over the estimated useful life of the software, which is generally three to seven years.
Goodwill and Intangible Assets, Intangible Assets, Policy [Policy Text Block]	Identifiable Intangible Assets Amortization of definite-lived intangible assets is computed on the straight-line method over the estimated useful lives of the assets, while indefinite-lived intangible assets are not amortized. Identifiable intangible assets are reviewed for impairment whenever changes in circumstances or events may indicate that the carrying amounts are not recoverable. The company also tests indefinite-lived intangible assets, consisting of acquired trade names, for impairment at least annually as of the first day of the fourth quarter. If the fair value is less than the carrying amount of the asset, a loss is recognized for the difference.
Equity and Cost Method Investments, Policy [Policy Text Block]	Investments Investments are accounted for using the equity method if the investment provides the company the ability to exercise significant influence, but not control, over an investee. Significant influence is generally deemed to exist if the company has an ownership interest in the voting stock of the investee between 20% and 50%, although other factors, such as representation on the investee's Board of Directors, are considered in determining whether the equity method is appropriate.

The company records its investments in equity method investees meeting these characteristics as "Investments in affiliated companies" in the company's consolidated balance sheets.

All other equity investments, which consist of investments for which the company does not possess the ability to exercise significant influence, are accounted for under the cost method, if privately held, or as available-for-sale, if publicly traded, and are included in "Other assets" in the company's consolidated balance sheets. Under the cost method of accounting, investments are carried at cost and are adjusted only for other-than-temporary declines in realizable value and additional investments. The company accounts for available-for-sale investments at fair value, using quoted market prices, and the related holding gains and losses are included in "Other" in the shareholders' equity section in the company's consolidated balance sheets. The company assesses its long-term investments accounted for as available-for-sale on a quarterly basis to determine whether declines in market value below cost are other-than-temporary. When the decline is determined to be other-than-temporary, the cost basis for the individual security is reduced and a loss is realized in the company's consolidated statement of operations in the period in which it occurs. The company makes such determination based upon the quoted market price, financial condition, operating results of the investee, and the company's intent and ability to retain the investment over a period of time, which is sufficient to allow for any recovery in market value. In addition, the company assesses the following factors:

- broad economic factors impacting the investee's industry;
- publicly available forecasts for sales and earnings growth for the industry and investee; and
- the cyclical nature of the investee's industry.

The company could incur an impairment charge in future periods if, among other factors, the investee's future earnings differ from currently available forecasts.

Goodwill and Intangible Assets, Goodwill, Policy [Policy Text Block]

Cost in Excess of Net Assets of Companies Acquired

Goodwill represents the excess of the cost of an acquisition over the fair value of the assets acquired. The company tests goodwill for impairment annually as of the first day of the fourth quarter, and when an event occurs or circumstances change such that it is more likely than not that an impairment may exist, such as (i) a significant adverse change in legal factors or in business climate, (ii) an adverse action or assessment by a regulator, (iii) unanticipated competition, (iv) a loss of key personnel, (v) a more-likely-than-not sale or disposal of all or a significant portion of a reporting unit, (vi) the testing for recoverability of a significant asset group within a reporting unit, or (vii) the recognition of a goodwill impairment loss of a subsidiary that is a component of the reporting unit. In addition, goodwill is required to be tested for impairment after a portion of the goodwill is allocated to a business targeted for disposal.

Goodwill is reviewed for impairment utilizing a two-step process. The first step of the impairment test requires the identification of the reporting units and comparison of the fair value of each of these reporting units to the respective carrying value. The company's reporting units are defined as each of the three regional businesses within the global components business segment, which are the Americas, EMEA (Europe, Middle East, and Africa), and Asia/Pacific and each of the two regional businesses within the global Enterprise Computing Solutions ("ECS") business segment, which are North America and EMEA. If the carrying value of the reporting unit is less than its fair value, no impairment exists and the second step is not performed. If the carrying value of the reporting unit is higher than its fair value, the second step must be performed to compute the amount of the goodwill impairment, if any. In the second step, the impairment is computed by comparing the implied fair value of the reporting unit goodwill with the carrying amount of that goodwill. If the carrying amount of the reporting unit goodwill exceeds the implied fair value of that goodwill, an impairment loss is recognized for the excess.

The company generally estimates the fair value of a reporting unit using a three-year weighted average multiple of earnings before interest and taxes from comparable companies, which utilizes a look-back approach. The assumptions utilized in the evaluation of the impairment of goodwill under this approach include the identification of reporting units and the selection of comparable companies, which are critical accounting estimates subject to change. Additionally, the company supplements its multiple of earnings look-back approach with a forward-looking discounted cash flow methodology. The assumptions included in the discounted cash flow methodology included forecasted revenues, gross profit margins, operating income margins, working capital cash flow, perpetual growth rates, and long-term discount rates, among others, all of which require significant judgments by management. The company also reconciles its discounted cash flow analysis to its current market capitalization allowing for a reasonable control premium.

Foreign Currency Transactions and Translations Policy [Policy Text Block]

Foreign Currency Translation

The assets and liabilities of international operations are translated at the exchange rates in effect at the balance sheet date, with the related translation gains or losses reported as a separate component of shareholders' equity in the company's consolidated balance sheets. The results of international operations are translated at the monthly average exchange rates.

Income Tax, Policy [Policy Text Block]

Income Taxes

Income taxes are accounted for under the liability method. Deferred income taxes reflect the tax consequences on future years of differences between the tax bases of assets and liabilities and their financial reporting amounts. The carrying value of the company's deferred tax assets is dependent upon the company's ability to generate sufficient future taxable income in certain tax jurisdictions. Should the company determine that it is more likely than not that some portion or all of its deferred tax assets will not be realized, a valuation allowance to the deferred tax assets would be established in the period such determination was made.

It is the company's policy to provide for uncertain tax positions and the related interest and penalties based upon management's assessment of whether a tax benefit is more likely than not to be sustained upon examination by tax authorities. At December 31, 2011, the company believes it has appropriately accounted for any unrecognized tax benefits. To the extent the company prevails in matters for which a liability for an unrecognized tax benefit is established or is required to pay amounts in excess of the liability, the company's effective tax rate in a given financial statement period may be affected.

Earnings Per Share, Policy [Policy Text Block]

Net Income Per Share

Basic net income per share is computed by dividing net income attributable to shareholders by the weighted average number of common shares outstanding for the period. Diluted net income per share reflects the potential dilution that would occur if securities or other contracts to issue common stock were exercised or converted into common stock.

Other Comprehensive Income Loss [Policy Text Block]

Comprehensive Income

Comprehensive income consists of consolidated net income, foreign currency translation adjustments, unrealized gains or losses on investment securities and interest rate swaps designated as cash flow hedges, in addition to other employee benefit plan items. Unrealized gains or losses on investment securities are net of any reclassification adjustments for realized gains or losses included in consolidated net income. Foreign currency translation adjustments included in comprehensive income were not tax effected as investments in international affiliates are deemed to be permanent. All other comprehensive income items are net of related income taxes.

Share-based Compensation, Option and Incentive Plans Policy [Policy Text Block]

Stock-Based Compensation

The company records share-based payment awards exchanged for employee services at fair value on the date of grant and expenses the awards in the consolidated statements of operations over the requisite employee service period. Stock-based compensation expense includes an estimate for forfeitures and is generally recognized over the vesting period of the award on a straight-line basis. Stock-based compensation expense related to awards with a market or performance condition is generally recognized over the vesting period of the award utilizing the graded vesting method. The company recorded, as a component of selling, general and administrative expenses, amortization of stock-based compensation of $39,225, $34,613, and $33,017 in 2011, 2010, and 2009, respectively.

Segment Reporting, Policy [Policy Text Block]

Segment Reporting

Operating segments are defined as components of an enterprise for which separate financial information is available that is evaluated regularly by the chief operating decision maker in deciding how to allocate resources and in assessing performance. The company's operations are classified into two reportable business segments: global components and global ECS.

Revenue Recognition, Policy [Policy Text Block]

Revenue Recognition

The company recognizes revenue when there is persuasive evidence of an arrangement, delivery has occurred or services are rendered, the sales price is determinable, and collectibility is reasonably assured. Revenue typically is recognized at time of shipment. Sales are recorded net of discounts, rebates, and returns, which historically have not been material.

A portion of the company's business involves shipments directly from its suppliers to its customers. In these transactions, the company is responsible for negotiating price both with the supplier and customer, payment to the supplier, establishing payment terms with the customer, product returns, and has risk of loss if the customer does not make payment. As the principal with the customer, the company recognizes the sale and cost of sale of the product upon receiving notification from the supplier that the product was shipped.

The company has certain business with select customers and suppliers that is accounted for on an agency basis (that is, the company recognizes the fees associated with serving as an agent in sales with no associated cost of sales) in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 605-45-45. Generally, these transactions relate to the sale of supplier service contracts to customers where the company has no future obligation to perform under these contracts or the rendering of logistics services for the delivery of inventory for which the company does not assume the risks and rewards of ownership.

Effective January 1, 2011, the company adopted FASB Accounting Standards Update No. 2009-13, "Multiple-Deliverable Revenue Arrangements" ("ASU No. 2009-13") and Accounting Standards Update No. 2009-14, "Certain Revenue Arrangements That Include Software Elements" ("ASU No. 2009-14"). ASU No. 2009-13 amends guidance included within ASC Topic 605-25 to require an entity to use an estimated selling price when vendor specific objective evidence or acceptable third party evidence does not exist for any products or services included in a multiple element arrangement. The arrangement consideration should be allocated among the products and services based upon their relative selling prices, thus eliminating the use of the residual method of allocation. ASU No. 2009-13 also requires expanded qualitative and quantitative disclosures regarding significant judgments made and changes in applying this guidance. ASU No. 2009-14 amends guidance included within ASC Topic 985-605 to exclude tangible products containing software components and non-software components that function together to deliver the product's essential functionality. Entities that sell joint hardware and software products that meet this scope exception will be required to follow the guidance of ASU No. 2009-13. The adoption of the provisions of ASU No. 2009-13 and ASU No. 2009-14 did not materially impact the company's consolidated financial position or results of operations.

Shipping and Handling Cost, Policy [Policy Text Block]

Shipping and Handling Costs

Shipping and handling costs included in selling, general and administrative expenses totaled $78,666, $61,423, and $54,006 in 2011, 2010, and 2009, respectively.

Comparability of Prior Year Financial Data, Policy [Policy Text Block]

Reclassification

Certain prior year amounts were reclassified to conform to the current year presentation.

Allowance for Doubtful Accounts Policy

The company maintains allowances for doubtful accounts for estimated losses resulting from the inability of its customers to make required payments. The allowances for doubtful accounts are determined using a combination of factors, including the length of time the receivables are outstanding, the current business environment, and historical experience.

Fair Value of Debt Policy

The carrying amount of the company's short-term borrowings in various countries, revolving credit facility, asset securitization program, and other obligations approximate their fair value.

Fair Value of Financial Instruments Policy

Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. The company utilizes a fair value hierarchy, which maximizes the use of observable inputs and minimizes the use of unobservable inputs when measuring fair value. The fair value hierarchy has three levels of inputs that may be used to measure fair value:

Level 1 Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities.

Level 2 Quoted prices in markets that are not active; or other inputs that are observable, either directly or indirectly, for substantially the full term of the asset or liability.

Level 3 Prices or valuation techniques that require inputs that are both significant to the fair value measurement and unobservable.

	3 Months Ended			12 Months Ended											12 Months Ended					3 Months Ended		12 Months Ended				12 Months Ended		12 Months Ended						
Debt - LT Debt (Details) (USD $) In Thousands, except Per Share data, unless otherwise specified	Dec. 31, 2011	Dec. 31, 2010	Jul. 03, 2010	Dec. 31, 2011	Dec. 31, 2010	Dec. 31, 2009	Oct. 01, 2011	Dec. 31, 2011 Interest Rate Swap [Member]	Dec. 31, 2010 Interest Rate Swap [Member]	Dec. 31, 2011 Revolving Credit Facility due in 2016 [Member]	Jul. 31, 2011 Revolving Credit Facility due in 2016 [Member]	Dec. 31, 2010 Revolving Credit Facility due in 2016 [Member]	Dec. 31, 2011 Asset Securitization Program [Member]	Dec. 31, 2010 Asset Securitization Program [Member]	Dec. 31, 2010 Senior Notes Due in 2010 [Member]	Dec. 31, 2009 Senior Notes Due in 2010 [Member]	Dec. 31, 2011 Senior Notes Due in 2010 [Member]	Dec. 31, 2011 Bank Term Loan Due in 2012 [Member]	Dec. 31, 2010 Bank Term Loan Due in 2012 [Member]	Dec. 31, 2011 Senior Notes Due in 2013 [Member]	Dec. 31, 2010 Senior Notes Due in 2013 [Member]	Dec. 31, 2011 Notes Due in 2015 [Member]	Dec. 31, 2010 Notes Due in 2015 [Member]	Dec. 31, 2011 Senior Debentures Due in 2018 [Member]	Dec. 31, 2010 Senior Debentures Due in 2018 [Member]	Dec. 31, 2011 Notes Due in 2021 [Member]	Dec. 31, 2010 Notes Due in 2021 [Member]	Dec. 31, 2009 Notes Due in 2020 [Member]	Dec. 31, 2011 Notes Due in 2020 [Member]	Dec. 31, 2010 Notes Due in 2020 [Member]	Dec. 31, 2011 Senior Debentures Due in 2027 [Member]	Dec. 31, 2010 Senior Debentures Due in 2027 [Member]	Dec. 31, 2011 Other LT Obligations [Member]	Dec. 31, 2010 Other LT Obligations [Member]
Debt Instrument [Line Items]																																		
Repurchase/repayment of senior notes				$ (19,324)	$ (69,545)	$ (135,658)									$ (69,545)	$ (130,455)				$ (17,893)														
Long-term Debt, Maturities, Repayments of Principal in Next Twelve Months	33,843			33,843																														
Long-term Debt, Maturities, Repayments of Principal in Year Two	343,292			343,292																														
Long-term Debt, Maturities, Repayments of Principal in Year Three	304,221			304,221																														
Long-term Debt, Maturities, Repayments of Principal in Year Four	260,519			260,519																														
Long-term Debt, Maturities, Repayments of Principal in Year Five	74,035			74,035																														
Long-term Debt, Maturities, Repayments of Principal after Year Five	945,756			945,756																														
Line of Credit Facility, Maximum Borrowing Capacity										1,200,000	800,000																							
Line of Credit Facility, Amount Outstanding	74,000			74,000						74,000		0																						
Asset Securitization Program Maximum Capacity	775,000			775,000			600,000																											
Debt Instruments [Abstract]																																		
Long-term Line of Credit, Noncurrent	200,000			200,000														0	200,000															
Senior Notes, Noncurrent																				341,937	349,833													
Unsecured Long-term Debt, Noncurrent																								198,660	198,450						197,890	197,750		
Long Term Notes																						260,461	249,155			249,278	249,199		299,927	299,918				
Derivative Liabilities, Noncurrent								0	14,082																									
Other Long-term Debt, Noncurrent																																	25,670	2,816
Long-term debt	1,927,823	1,761,203		1,927,823	1,761,203																													
Debt Instrument, Interest Rate, Stated Percentage	2.63%			2.63%													9.15%			6.875%		3.375%		6.875%		5.125%			6.00%		7.50%			
Net proceeds from note offering				0	494,325	297,430																												
Debt Instrument, Fair Value																				352,000	385,000	250,000	243,000	216,000	218,000	247,500	238,000		315,000	306,000	244,000	204,000		
Repayments of Other Long-term Debt		9,000																																
Loss on prepayment of debt				895	1,570	5,312																												
Loss on prepayment of debt, net of tax	(549)		(964)		964	3,228																												
Extinguishment of Debt Gain Loss Net of Tax Per Share Basic and Diluted			$ 0.01		$ (0.01)	$ 0.03																												
Proceeds from Issuance of Long-term Debt																						250,000				250,000		300,000						
Investment Income, Interest				6,113	5,052	2,964																												
Interest Paid				104,340	80,686	79,952																												
Asset Securitization Program Amount Outstanding													280,000	0																				
Accounts receivable, net	$ 4,482,117	$ 4,102,870		$ 4,482,117	$ 4,102,870								$ 1,562,613																					
Asset Securitization Program Interest Rate Spread At End of Period													0.40%																					
Asset Securitization Program Facility Fee													0.40%																					

Summary of Significant Accounting Policies - Property Plant and Equipment (Details)	12 Months Ended Dec. 31, 2011 Years
Building [Member]	
Property, Plant and Equipment [Line Items]	
Property, Plant and Equipment, Useful Life, Minimum	20
Property, Plant and Equipment, Useful Life, Maximum	30
Machinery and Equipment [Member]	
Property, Plant and Equipment [Line Items]	
Property, Plant and Equipment, Useful Life, Minimum	3
Property, Plant and Equipment, Useful Life, Maximum	10
Software [Member]	
Property, Plant and Equipment [Line Items]	
Property, Plant and Equipment, Useful Life, Minimum	3
Property, Plant and Equipment, Useful Life, Maximum	7

Lease Commitments - Narrative (Details) (USD $) In Thousands, unless otherwise specified	12 Months Ended		
	Dec. 31, 2011	Dec. 31, 2010	Dec. 31, 2009
Operating Leased Assets [Line Items]			
Lease Expiration Date	2023		
Operating Leases, Rent Expense, Net	$ 74,882	$ 60,286	$ 57,612

Employee Benefit Plans (Tables)	12 Months Ended Dec. 31, 2011

Defined Benefit Plan Disclosure [Line Items]

Schedule of Allocation of Plan Assets [Table Text Block]

The fair values of the company's pension plan assets at December 31, 2011, utilizing the fair value hierarchy discussed in Note 7 are as follows:

	Level 1	Level 2	Level 3	Total
Cash Equivalents:				
Common collective trusts	$ —	$ 1,058	$ —	$ 1,058
Equities:				
U.S. common stocks	28,102	—	—	28,102
International mutual funds	10,665	—	—	10,665
Index mutual funds	10,436	—	—	10,436
Fixed Income:				
Mutual funds	24,181	—	—	24,181
Insurance contracts	—	7,277	—	7,277
Total	$ 73,384	$ 8,335	$ —	$ 81,719

The fair values of the company's pension plan assets at December 31, 2010, utilizing the fair value hierarchy discussed in Note 7 are as follows:

	Level 1	Level 2	Level 3	Total
Cash Equivalents:				
Common collective trusts	$ —	$ 843	$ —	$ 843
Equities:				
U.S. common stocks	29,802	—	—	29,802
International mutual funds	12,173	—	—	12,173
Index mutual funds	12,410	—	—	12,410
Fixed Income:				
Mutual funds	23,214	—	—	23,214
Insurance contracts	—	1,920	—	1,920
Total	$ 77,599	$ 2,763	$ —	$ 80,362

Schedule of Defined Benefit Plans Disclosures [Table Text Block]

The company uses a December 31 measurement date for the Arrow SERP and the Wyle SERP. Pension information for the years ended December 31 is as follows:

	2011	2010
Accumulated benefit obligation	$ 62,891	$ 53,980
Changes in projected benefit obligation:		
Projected benefit obligation at beginning of year	$ 61,559	$ 57,052
Service cost (Arrow SERP)	1,525	1,642
Interest cost	3,308	3,202
Actuarial loss	5,602	2,961
Benefits paid	(3,521)	(3,298)
Projected benefit obligation at end of year	$ 68,473	$ 61,559

Funded status	$ (68,473)	$ (61,559)
Components of net periodic pension cost:		
Service cost (Arrow SERP)	$ 1,525	$ 1,642
Interest cost	3,308	3,202
Amortization of net loss	787	744
Amortization of prior service cost (Arrow SERP)	41	80
Amortization of transition obligation (Arrow SERP)	—	29
Net periodic pension cost	$ 5,661	$ 5,697
Weighted average assumptions used to determine benefit obligation:		
Discount rate	4.75%	5.50%
Rate of compensation increase (Arrow SERP)	5.00%	5.00%
Weighted average assumptions used to determine net periodic pension cost:		
Discount rate	5.50%	5.50%
Rate of compensation increase (Arrow SERP)	5.00%	5.00%

Supplemental Employee Retirement Plans, Defined Benefit [Member]

Defined Benefit Plan Disclosure [Line Items]

Schedule of Expected Benefit Payments [Table Text Block]

Benefit payments are expected to be paid as follows:

2012	$ 3,869
2013	4,089
2014	4,050
2015	4,004
2016	4,206
2017-2021	25,209

Wyle Defined Benefit Plan [Member]

Defined Benefit Plan Disclosure [Line Items]

Schedule of Defined Benefit Plans Disclosures [Table Text Block]

Pension information for the years ended December 31 is as follows:

	2011	2010
Accumulated benefit obligation	$ 118,191	$ 108,335
Changes in projected benefit obligation:		
Projected benefit obligation at beginning of year	$ 108,335	$ 108,124
Interest cost	5,767	5,770
Actuarial (gain)/loss	9,630	(162)
Benefits paid	(5,541)	(5,397)
Projected benefit obligation at end of year	$ 118,191	$ 108,335
Changes in plan assets:		
Fair value of plan assets at beginning of year	$ 80,362	$ 75,408
Actual return on plan assets	(2,956)	9,491
Company contributions	9,854	860
Benefits paid	(5,541)	(5,397)

Fair value of plan assets at end of year	$ 81,719	$ 80,362
Funded status	$ (36,472)	$ (27,973)
Components of net periodic pension cost:		
Interest cost	$ 5,767	$ 5,770
Expected return on plan assets	(6,524)	(5,992)
Amortization of net loss	1,041	3,114
Net periodic pension cost	$ 284	$ 2,892
Weighted average assumptions used to determine benefit obligation:		
Discount rate	4.75%	5.50%
Expected return on plan assets	7.50%	8.00%
Weighted average assumptions used to determine net periodic pension cost:		
Discount rate	5.50%	5.50%
Expected return on plan assets	8.00%	8.25%

Schedule of Expected Benefit Payments [Table Text Block]

Benefit payments are expected to be paid as follows:

2012	$ 6,336
2013	6,429
2014	6,543
2015	6,627
2016	6,819
2017-2021	35,547

Financial Instruments Measured at Fair Value (Details) (USD $) In Thousands, unless otherwise specified	12 Months Ended	
	Dec. 31, 2011	Dec. 31, 2010
Fair Value, Assets and Liabilities Measured on Recurring and Nonrecurring Basis [Line Items]		
Debt Instrument, Interest Rate, Stated Percentage	2.63%	
Notional Amount of Interest Rate Derivatives	$ 175,000	
Derivative, Fair Value, Net	(3,658)	13,588
Notional Amount of Derivative Instruments Designated as Net Investment Hedges	300,000	
Cash Paid for Termination of Net Investment Hedges	2,282	
Fair Value, Measurements, Recurring [Member] | Fair Value, Inputs, Level 1 [Member]		
Fair Value, Assets and Liabilities Measured on Recurring and Nonrecurring Basis [Line Items]		
Cash and Cash Equivalents, Fair Value Disclosure	0	254,296
Available-for-sale Securities, Fair Value Disclosure	45,421	68,746
Interest Rate Fair Value Hedge Asset at Fair Value	0	0
Foreign Currency Contracts Fair Value Disclosure	0	0
Total Fair Value Assets And Liabilities Measured On Recurring Basis	45,421	323,042
Fair Value, Measurements, Recurring [Member] | Fair Value, Inputs, Level 2 [Member]		
Fair Value, Assets and Liabilities Measured on Recurring and Nonrecurring Basis [Line Items]		
Cash and Cash Equivalents, Fair Value Disclosure	0	282,900
Available-for-sale Securities, Fair Value Disclosure	0	0
Interest Rate Fair Value Hedge Asset at Fair Value	(3,009)	14,082
Foreign Currency Contracts Fair Value Disclosure	(649)	(494)
Total Fair Value Assets And Liabilities Measured On Recurring Basis	(3,658)	296,488
Fair Value, Measurements, Recurring [Member] | Fair Value, Inputs, Level 3 [Member]		
Fair Value, Assets and Liabilities Measured on Recurring and Nonrecurring Basis [Line Items]		
Cash and Cash Equivalents, Fair Value Disclosure	0	0
Available-for-sale Securities, Fair Value Disclosure	0	0
Interest Rate Fair Value Hedge Asset at Fair Value	0	0
Foreign Currency Contracts Fair Value Disclosure	0	0
Total Fair Value Assets And Liabilities Measured On Recurring Basis	0	0
Fair Value, Measurements, Recurring [Member] | Estimate of Fair Value, Fair Value Disclosure [Member]		
Fair Value, Assets and Liabilities Measured on Recurring and Nonrecurring Basis [Line Items]		
Cash and Cash Equivalents, Fair Value Disclosure	0	537,196
Available-for-sale Securities, Fair Value Disclosure	45,421	68,746
Interest Rate Fair Value Hedge Asset at Fair Value	(3,009)	14,082
Foreign Currency Contracts Fair Value Disclosure	(649)	(494)

Total Fair Value Assets And Liabilities Measured On Recurring Basis	41,763	619,530
Interest Rate Swaps Converting Senior Notes Due in 2013 [Member]		
Fair Value, Assets and Liabilities Measured on Recurring and Nonrecurring Basis [Line Items]		
Deferred Gain (Loss) on Discontinuation of Interest Rate Fair Value Hedge	12,203	
Interest Rate Swaps Converting Notes Due in 2015 [Member]		
Fair Value, Assets and Liabilities Measured on Recurring and Nonrecurring Basis [Line Items]		
Deferred Gain (Loss) on Discontinuation of Interest Rate Fair Value Hedge	11,856	
Designated as Hedging Instrument [Member]		
Fair Value, Assets and Liabilities Measured on Recurring and Nonrecurring Basis [Line Items]		
Derivative, Fair Value, Net	(3,577)	14,176
Other Liabilities [Member] | Cash Flow Hedging [Member] | Designated as Hedging Instrument [Member] | Interest Rate Swap [Member]		
Fair Value, Assets and Liabilities Measured on Recurring and Nonrecurring Basis [Line Items]		
Derivative, Fair Value, Net	$ (3,009)	$ 0

Employee Stock Plans - Stock Option Valuation Assumptions (Details) (USD $)	12 Months Ended		
	Dec. 31, 2011 Years	Dec. 31, 2010 Years	Dec. 31, 2009 Years
Disclosure of Compensation Related Costs, Share-based Payments [Abstract]			
Share-based Compensation Arrangement by Share-based Payment Award, Fair Value Assumptions, Expected Volatility Rate	37.00% [1]	37.00% [1]	35.00% [1]
Share-based Compensation Arrangement by Share-based Payment Award, Fair Value Assumptions, Expected Term	5.5 [2]	5.2 [2]	5.9 [2]
Share-based Compensation Arrangement by Share-based Payment Award, Fair Value Assumptions, Risk Free Interest Rate	2.40% [3]	2.40% [3]	2.10% [3]
Share-based Compensation Arrangement by Share-based Payment Award, Options, Grants in Period, Weighted Average Grant Date Fair Value	$ 14.80	$ 10.39	$ 6.07

[1] Volatility is measured using historical daily price changes of the company's common stock over the expected term of the option.

[2] The expected term represents the weighted average period the option is expected to be outstanding and is based primarily on the historical exercise behavior of employees.

[3] The risk-free interest rate is based on the U.S. Treasury zero-coupon yield with a maturity that approximates the expected term of the option.

Restructuring, Integration, and Other Charges (Details) (USD $) In Thousands, except Per Share data, unless otherwise specified	3 Months Ended								12 Months Ended		
	Dec. 31, 2011	Oct. 01, 2011	Jul. 02, 2011	Apr. 02, 2011	Dec. 31, 2010	Oct. 02, 2010	Jul. 03, 2010	Apr. 03, 2010	Dec. 31, 2011	Dec. 31, 2010	Dec. 31, 2009
Restructuring Cost and Reserve [Line Items]											
Restructuring, integration, and other charges									$ 37,811	$ 33,494	$ 105,514
Restructuring, integration, and other charges, net of taxes	11,223	6,048	3,584	7,199	5,459	9,506	4,095	5,545	28,054	24,605	75,720
Restructuring Charges Net of Tax Per Share Basic									$ 0.25		
Restructuring Charges Net of Tax Per Share Basic and Diluted	$ 0.1	$ 0.05	$ 0.03	$ 0.06	$ 0.05	$ 0.08	$ 0.03	$ 0.05		$ 0.21	$ 0.63
Restructuring Charges Net of Tax Per Share Diluted									$ 0.24		
Restructuring Charges 2011 Plan [Member]											
Restructuring Cost and Reserve [Line Items]											
Restructuring, integration, and other charges									23,818	21,641	
Vacated Facilities									18		
Restructuring Charges 2011 Plan [Member] | Global ECS [Member]											
Restructuring Cost and Reserve [Line Items]											
Restructuring and Related Cost Number of Positions Eliminated									240		
Restructuring Charges 2011 Plan [Member] | Global Components [Member]											
Restructuring Cost and Reserve [Line Items]											
Restructuring and Related Cost Number of Positions Eliminated									280		
Restructuring Charges 2011 Plan [Member] | Facility Closing [Member]											
Restructuring Cost and Reserve [Line Items]											
Restructuring, integration, and other charges									5,387		

Restructuring Charges 2011 Plan [Member] | Other Restructuring [Member]			
Restructuring Cost and Reserve [Line Items]			
Restructuring, integration, and other charges	957		
Restructuring Charges 2011 Plan [Member] | Employee Severance [Member]			
Restructuring Cost and Reserve [Line Items]			
Restructuring, integration, and other charges	17,474		
Restructuring Charges From Prior Periods [Member]			
Restructuring Cost and Reserve [Line Items]			
Restructuring, integration, and other charges	(689)	(559)	1,364
Restructuring Charges 2010 Plan [Member]			
Restructuring Cost and Reserve [Line Items]			
Restructuring, integration, and other charges	751	21,641	
Vacated Facilities		7	
Restructuring Charges 2010 Plan [Member] | Global ECS [Member]			
Restructuring Cost and Reserve [Line Items]			
Restructuring and Related Cost Number of Positions Eliminated		180	
Restructuring Charges 2010 Plan [Member] | Global Components [Member]			
Restructuring Cost and Reserve [Line Items]			
Restructuring and Related Cost Number of Positions Eliminated		100	
Restructuring Charges 2010 Plan [Member] | Facility Closing [Member]			
Restructuring Cost and Reserve [Line Items]			
Restructuring, integration, and other charges	757	2,329	

Restructuring Charges 2010 Plan [Member] | Other Restructuring [Member]			
Restructuring Cost and Reserve [Line Items]			
Restructuring, integration, and other charges	(21)	4,601	
Restructuring Charges 2010 Plan [Member] | Employee Severance [Member]			
Restructuring Cost and Reserve [Line Items]			
Restructuring, integration, and other charges	15	14,711	
Restructuring Charges 2009 Plan Member [Member]			
Restructuring Cost and Reserve [Line Items]			
Restructuring, integration, and other charges	(504)	366	100,274
Vacated Facilities			28
Restructuring Charges 2009 Plan Member [Member] | Global ECS [Member]			
Restructuring Cost and Reserve [Line Items]			
Restructuring and Related Cost Number of Positions Eliminated			320
Restructuring Charges 2009 Plan Member [Member] | Global Components [Member]			
Restructuring Cost and Reserve [Line Items]			
Restructuring and Related Cost Number of Positions Eliminated			1,605
Restructuring Charges 2009 Plan Member [Member] | Facility Closing [Member]			
Restructuring Cost and Reserve [Line Items]			
Restructuring, integration, and other charges	162	(2,008)	8,016
Restructuring Charges 2009 Plan Member [Member] | Other Restructuring [Member]			
Restructuring Cost and Reserve [Line Items]			

Restructuring, integration, and other charges	0	(23)	1,362
Restructuring Charges 2009 Plan Member [Member] | Employee Severance [Member]			
Restructuring Cost and Reserve [Line Items]			
Restructuring, integration, and other charges	(666)	2,397	90,896
Restructuring Charges From Acquisitions [Member]			
Restructuring Cost and Reserve [Line Items]			
Restructuring, integration, and other charges	14,682	12,412	3,876
Contingent Consideration			$ 2,841

Investments in Affiliated Companies (Details) (USD $) In Thousands, unless otherwise specified	12 Months Ended		
	Dec. 31, 2011	Dec. 31, 2010	Dec. 31, 2009
Schedule of Equity Method Investments [Line Items]			
Equity Method Investment Pro Rata Share Of Debt Obligations Of Joint Venture	$ 7,700		
Equity in earnings of affiliated companies	6,736	6,369	4,731
Investments in affiliated companies	60,579	59,455	
Marubun/Arrow [Member]			
Schedule of Equity Method Investments [Line Items]			
Equity Method Investment, Ownership Percentage	50.00%		
Equity in earnings of affiliated companies	5,338	5,185	3,745
Investments in affiliated companies	45,626	41,971	
Altech Industries [Member]			
Schedule of Equity Method Investments [Line Items]			
Equity Method Investment, Ownership Percentage	50.00%		
Equity in earnings of affiliated companies	1,398	1,184	1,004
Investments in affiliated companies	14,953	17,484	
Other [Member]			
Schedule of Equity Method Investments [Line Items]			
Equity in earnings of affiliated companies	$ 0	$ 0	$ (18)

Cost in Excess of Net Assets of Companies Acquired and Intangible Assets, net	12 Months Ended Dec. 31, 2011
Goodwill and Intangible Assets Disclosure [Abstract]	
Cost in Excess of Net Assets of Companies Acquired and Intangible Assets, net	

Cost in Excess of Net Assets of Companies Acquired and Intangible Assets, Net

Goodwill represents the excess of the cost of an acquisition over the fair value of the assets acquired. The company tests goodwill and other indefinite-lived intangible assets for impairment annually as of the first day of the fourth quarter, or more frequently if indicators of potential impairment exist. As of the first day of the fourth quarters of 2011, 2010, and 2009, the company's annual impairment testing did not result in any indication of impairment.

Cost in excess of net assets of companies acquired, allocated to the company's business segments, is as follows:

	Global Components	Global ECS	Total
December 31, 2009	$ 473,421	$ 452,875	$ 926,296
Acquisitions	197,465	221,781	419,246
Other (primarily foreign currency translation)	(15)	(9,176)	(9,191)
December 31, 2010	670,871	665,480	1,336,351
Acquisitions	94,837	50,685	145,522
Other (primarily foreign currency translation)	(1,756)	(6,784)	(8,540)
December 31, 2011	$ 763,952	$ 709,381	$1,473,333

Intangible assets, net, are comprised of the following as of December 31, 2011:

	Weighted-Average Life	Gross Carrying Amount	Accumulated Amortization	Net
Trade names	indefinite	$ 179,000	$ —	$ 179,000
Customer relationships	11 years	267,729	(69,762)	197,967
Developed technology	6 years	11,029	(693)	10,336
Procurement agreement	5 years	12,000	(11,400)	600
Other intangible assets	(a)	14,573	(9,713)	4,860
		$ 484,331	$ (91,568)	$ 392,763

Intangible assets, net, are comprised of the following as of December 31, 2010:

	Weighted-Average Life	Gross Carrying Amount	Accumulated Amortization	Net
Trade names	indefinite	$ 130,000	$ —	$ 130,000
Customer relationships	12 years	217,294	(47,336)	169,958
Developed technology	10 years	1,700	(57)	1,643
Procurement agreement	5 years	12,000	(9,000)	3,000
Other intangible assets	(a)	8,099	(1,853)	6,246

$ 369,093	$ (58,246)	$ 310,847

(a) Consists of non-competition agreements and sales backlog with useful lives ranging from one to three years.

Amortization expense related to identifiable intangible assets was $35,359, $21,132, and $15,349 for the years ended December 31, 2011, 2010, and 2009, respectively. Amortization expense for each of the years 2012 through 2016 is estimated to be approximately $32,315, $28,802, $28,271, $27,896, and $26,265, respectively.

Restructuring, Integration, and Other Charges - Accrual (Details) (USD $) In Thousands, unless otherwise specified	12 Months Ended		
	Dec. 31, 2011	Dec. 31, 2010	Dec. 31, 2009
Restructuring Reserve [Roll Forward]			
Restructuring, integration, and other charges	$ 37,811	$ 33,494	$ 105,514
Restructuring Reserve	14,409		
Number of Years for the Personnel Accrual to Be Spent	1		
Facility Closing [Member]			
Restructuring Reserve [Roll Forward]			
Restructuring Reserve	7,072		
Restructuring Reserve Scheduled Lease Payments Current Year	3,835		
Restructuring Reserve Scheduled Lease Payments Year One	1,756		
Restructuring Reserve Scheduled Lease Payments Year Two	726		
Restructuring Reserve Scheduled Lease Payments Year Three	386		
Restructuring Reserve Scheduled Lease Payments Year Four	216		
Restructuring Reserve Scheduled Lease Payments Thereafter	153		
Other Restructuring [Member]			
Restructuring Reserve [Roll Forward]			
Restructuring Reserve	1,309		
Employee Severance [Member]			
Restructuring Reserve [Roll Forward]			
Restructuring Reserve	6,028		
Restructuring Charges From Prior to 2009 [Member]			
Restructuring Reserve [Roll Forward]			
Restructuring Reserve	4,594	10,226	29,372
Restructuring, integration, and other charges	(936)	(925)	1,364
Restructuring Reserve, Settled with Cash	(965)	(3,756)	(18,589)
Restructuring Reserve, Settled without Cash		(686)	(2,309)
Restructuring Reserve, Translation Adjustment	5	(265)	388
Restructuring Reserve	2,698	4,594	10,226
Restructuring Charges From Prior to 2009 [Member] | Facility Closing [Member]			
Restructuring Reserve [Roll Forward]			
Restructuring Reserve	2,912	6,676	10,791
Restructuring, integration, and other charges	(787)	(381)	342
Restructuring Reserve, Settled with Cash	(746)	(2,577)	(4,922)
Restructuring Reserve, Settled without Cash		(582)	0
Restructuring Reserve, Translation Adjustment	10	(224)	465
Restructuring Reserve	1,389	2,912	6,676
Restructuring Charges From Prior to 2009 [Member] | Other Restructuring [Member]			
Restructuring Reserve [Roll Forward]			

Restructuring Reserve	1,410	1,822	3,473
Restructuring, integration, and other charges	(101)	(289)	724
Restructuring Reserve, Settled with Cash	0	0	(65)
Restructuring Reserve, Settled without Cash		(104)	(2,309)
Restructuring Reserve, Translation Adjustment	0	(19)	(1)
Restructuring Reserve	1,309	1,410	1,822
Restructuring Charges From Prior to 2009 [Member] | Employee Severance [Member]			
Restructuring Reserve [Roll Forward]			
Restructuring Reserve	272	1,728	15,108
Restructuring, integration, and other charges	(48)	(255)	298
Restructuring Reserve, Settled with Cash	(219)	(1,179)	(13,602)
Restructuring Reserve, Settled without Cash		0	0
Restructuring Reserve, Translation Adjustment	(5)	(22)	(76)
Restructuring Reserve	0	272	1,728
Restructuring Charges 2009 Plan Member [Member]			
Restructuring Cost and Reserve [Line Items]			
Vacated Facilities			28
Restructuring Reserve [Roll Forward]			
Restructuring Reserve	5,073	31,891	
Restructuring, integration, and other charges	(504)	366	100,274
Restructuring Reserve, Settled with Cash	(2,652)	(25,174)	(68,409)
Restructuring Reserve, Translation Adjustment	60	(2,010)	26
Restructuring Reserve	1,977	5,073	31,891
Restructuring Charges 2009 Plan Member [Member] | Facility Closing [Member]			
Restructuring Reserve [Roll Forward]			
Restructuring Reserve	3,325	6,287	
Restructuring, integration, and other charges	162	(2,008)	8,016
Restructuring Reserve, Settled with Cash	(1,865)	(555)	(1,747)
Restructuring Reserve, Translation Adjustment	50	(399)	18
Restructuring Reserve	1,672	3,325	6,287
Restructuring Charges 2009 Plan Member [Member] | Other Restructuring [Member]			
Restructuring Reserve [Roll Forward]			
Restructuring Reserve	0	224	
Restructuring, integration, and other charges	0	(23)	1,362
Restructuring Reserve, Settled with Cash	0	(201)	(1,138)
Restructuring Reserve, Translation Adjustment	0	0	0
Restructuring Reserve	0	0	224
Restructuring Charges 2009 Plan Member [Member] | Employee Severance [Member]			
Restructuring Reserve [Roll Forward]			
Restructuring Reserve	1,748	25,380	
Restructuring, integration, and other charges	(666)	2,397	90,896

Restructuring Reserve, Settled with Cash	(787)	(24,418)	(65,524)
Restructuring Reserve, Translation Adjustment	10	(1,611)	8
Restructuring Reserve	305	1,748	25,380
Restructuring Charges 2011 Plan [Member]			
Restructuring Cost and Reserve [Line Items]			
Vacated Facilities	18		
Restructuring Reserve [Roll Forward]			
Restructuring, integration, and other charges	23,818	21,641	
Restructuring Reserve, Settled with Cash	(15,000)		
Restructuring Reserve, Translation Adjustment	(111)		
Restructuring Reserve	8,707		
Restructuring Charges 2011 Plan [Member] | Facility Closing [Member]			
Restructuring Reserve [Roll Forward]			
Restructuring, integration, and other charges	5,387		
Restructuring Reserve, Settled with Cash	(2,213)		
Restructuring Reserve, Translation Adjustment	16		
Restructuring Reserve	3,190		
Restructuring Charges 2011 Plan [Member] | Other Restructuring [Member]			
Restructuring Reserve [Roll Forward]			
Restructuring, integration, and other charges	957		
Restructuring Reserve, Settled with Cash	(957)		
Restructuring Reserve, Translation Adjustment	0		
Restructuring Reserve	0		
Restructuring Charges 2011 Plan [Member] | Employee Severance [Member]			
Restructuring Reserve [Roll Forward]			
Restructuring, integration, and other charges	17,474		
Restructuring Reserve, Settled with Cash	(11,830)		
Restructuring Reserve, Translation Adjustment	(127)		
Restructuring Reserve	5,517		
Restructuring Charges From Prior Periods [Member]			
Restructuring Reserve [Roll Forward]			
Restructuring, integration, and other charges	(689)	(559)	1,364
Restructuring Charges 2010 Plan [Member]			
Restructuring Cost and Reserve [Line Items]			
Vacated Facilities		7	
Restructuring Reserve [Roll Forward]			
Restructuring Reserve	4,380		
Restructuring, integration, and other charges	751	21,641	
Restructuring Reserve, Settled with Cash	(4,187)	(16,651)	
Restructuring Reserve, Settled without Cash		(657)	
Restructuring Reserve, Translation Adjustment	83	47	
Restructuring Reserve	1,027	4,380	

Restructuring Charges 2010 Plan [Member] | Facility Closing [Member]			
Restructuring Reserve [Roll Forward]			
Restructuring Reserve	1,322		
Restructuring, integration, and other charges	757	2,329	
Restructuring Reserve, Settled with Cash	(1,243)	(1,019)	
Restructuring Reserve, Settled without Cash		0	
Restructuring Reserve, Translation Adjustment	(15)	12	
Restructuring Reserve	821	1,322	
Restructuring Charges 2010 Plan [Member] | Other Restructuring [Member]			
Restructuring Reserve [Roll Forward]			
Restructuring Reserve	974		
Restructuring, integration, and other charges	(21)	4,601	
Restructuring Reserve, Settled with Cash	(1,010)	(3,049)	
Restructuring Reserve, Settled without Cash		(657)	
Restructuring Reserve, Translation Adjustment	57	79	
Restructuring Reserve	0	974	
Restructuring Charges 2010 Plan [Member] | Employee Severance [Member]			
Restructuring Reserve [Roll Forward]			
Restructuring Reserve	2,084		
Restructuring, integration, and other charges	15	14,711	
Restructuring Reserve, Settled with Cash	(1,934)	(12,583)	
Restructuring Reserve, Settled without Cash		0	
Restructuring Reserve, Translation Adjustment	41	(44)	
Restructuring Reserve	206	2,084	
Restructuring Charges From Acquisitions [Member]			
Restructuring Cost and Reserve [Line Items]			
Other Acquisition-Related Expenses			1,035
Restructuring Reserve [Roll Forward]			
Restructuring, integration, and other charges	$ 14,682	$ 12,412	$ 3,876
Global ECS [Member] | Restructuring Charges 2009 Plan Member [Member]			
Restructuring Reserve [Roll Forward]			
Restructuring and Related Cost Number of Positions Eliminated			320
Global ECS [Member] | Restructuring Charges 2011 Plan [Member]			
Restructuring Reserve [Roll Forward]			
Restructuring and Related Cost Number of Positions Eliminated	240		
Global ECS [Member] | Restructuring Charges 2010 Plan [Member]			
Restructuring Reserve [Roll Forward]			
Restructuring and Related Cost Number of Positions Eliminated		180	
Global Components [Member] | Restructuring Charges 2009 Plan Member [Member]			
Restructuring Reserve [Roll Forward]			
Restructuring and Related Cost Number of Positions Eliminated			1,605

Global Components [Member] | Restructuring Charges 2011 Plan [Member]		
Restructuring Reserve [Roll Forward]		
Restructuring and Related Cost Number of Positions Eliminated	280	
Global Components [Member] | Restructuring Charges 2010 Plan [Member]		
Restructuring Reserve [Roll Forward]		
Restructuring and Related Cost Number of Positions Eliminated		100

Acquisitions (Details) (USD $) In Thousands, except Per Share data, unless otherwise specified	3 Months Ended								12 Months Ended		
	Dec. 31, 2011	Oct. 01, 2011	Jul. 02, 2011	Apr. 02, 2011	Dec. 31, 2010	Oct. 02, 2010	Jul. 03, 2010	Apr. 03, 2010	Dec. 31, 2011	Dec. 31, 2010	Dec. 31, 2009
Business Acquisition, Purchase Price Allocation [Abstract]											
Sales	$ 5,440,473	$ 5,186,857	$ 5,539,931	$ 5,223,003	$ 5,238,162	$ 4,657,841	$ 4,613,307	$ 4,235,366	$ 21,390,264	$ 18,744,676	$ 14,684,101
Net income attributable to shareholders	174,088 [1]	132,216 [2]	156,197 [3]	136,309 [4]	157,889 [5]	118,502 [6]	116,193 [7]	87,046 [8]	598,810	479,630	123,512
Basic	$ 1.55 [1],[9]	$ 1.17 [2],[9]	$ 1.35 [3],[9]	$ 1.18 [4],[9]	$ 1.37 [5]	$ 1.01 [6]	$ 0.97 [7]	$ 0.72 [8]	$ 5.25	$ 4.06	$ 1.03
Diluted	$ 1.53 [1],[9]	$ 1.15 [2],[9]	$ 1.33 [3],[9]	$ 1.16 [4],[9]	$ 1.34 [5]	$ 1 [6]	$ 0.96 [7]	$ 0.71 [8]	$ 5.17 [10]	$ 4.01 [10]	$ 1.03 [10]
Business Combination, Pro Forma Information [Abstract]											
Consolidated net income (loss)									599,316	479,625	123,505
Gain on bargain purchase									1,088	0	0
Gain on bargain purchase	410			(1,078)							
Gain on Purchase of Business, Per Share Basic				$ 0.01							
Amortization of Intangible Assets									35,359	21,132	15,349
Purchase of subsidiary shares from noncontrolling interest										3,060	
Petsche [Member]											
Business Acquisition, Purchase Price Allocation [Abstract]											
Sales											3,605
Converge [Member]											
Business Acquisition, Purchase Price Allocation [Abstract]											
Business Acquisition, Purchase Price Allocation, Current Assets, Cash and Cash Equivalents					4,803					4,803	
Business Acquisition, Cost of Acquired Entity, Purchase Price					138,363					138,363	
Business Acquisition, Purchase Price Allocation, Noncurrent Liabilities, Long-term Debt					27,546					27,546	
Business Combination, Pro Forma Information [Abstract]											
Number of Employees					350					350	
Acquisitions 2010 [Member]											
Business Acquisition, Purchase Price Allocation [Abstract]											
Sales										256,505	
Business Combination, Pro Forma Information [Abstract]											
Business Acquisition, Pro Forma Revenue										19,326,092	15,566,217
Business Acquisition, Pro Forma Net Income (Loss)										491,688	130,633
Business Acquisition, Pro Forma Earnings Per Share, Basic										$ 4.17	$ 1.09
Business Acquisition, Pro Forma Earnings Per Share, Diluted										$ 4.11	$ 1.08
Petsche 2009 [Member]											
Business Acquisition, Purchase Price Allocation [Abstract]											
Business Acquisition, Purchase Price Allocation, Current Assets, Cash and Cash Equivalents											4,036

Business Acquisition, Cost of Acquired Entity, Purchase Price					174,100
Business Combination, Pro Forma Information [Abstract]					
Business Acquisition, Pro Forma Revenue					14,867,421
Business Acquisition, Pro Forma Net Income (Loss)					133,568
Business Acquisition, Pro Forma Earnings Per Share, Basic					$ 1.11
Business Acquisition, Pro Forma Earnings Per Share, Diluted					$ 1.11
Number of Employees					250
Number Of Customers					3,500
Intechra [Member]					
Business Acquisition, Purchase Price Allocation [Abstract]					
Business Acquisition, Purchase Price Allocation, Current Assets, Cash and Cash Equivalents		77		77	
Business Acquisition, Cost of Acquired Entity, Purchase Price		101,085		101,085	
Business Combination, Pro Forma Information [Abstract]					
Number of Employees		300		300	
Shared [Member]					
Business Acquisition, Purchase Price Allocation [Abstract]					
Business Acquisition, Cost of Acquired Entity, Purchase Price		252,825		252,825	
Business Acquisition, Purchase Price Allocation, Noncurrent Liabilities, Long-term Debt		61,898		61,898	
Business Combination, Pro Forma Information [Abstract]					
Number of Employees		1,000		1,000	
Acquisitions 2011 [Member]					
Business Combination, Pro Forma Information [Abstract]					
Business Acquisition, Pro Forma Revenue			21,573,260	20,082,596	
Business Acquisition, Pro Forma Net Income (Loss)			603,243	497,415	
Business Acquisition, Pro Forma Earnings Per Share, Basic			$ 5.29	$ 4.22	
Business Acquisition, Pro Forma Earnings Per Share, Diluted			$ 5.2	$ 4.16	
RFPD and NuHorizons Combined [Member]					
Business Acquisition, Purchase Price Allocation [Abstract]					
Business Acquisition, Purchase Price Allocation, Current Assets, Receivables	194,312		194,312		
Business Acquisition, Purchase Price Allocation, Current Assets, Inventory	169,881		169,881		
Business Acquisition, Purchase Price Allocation, Property, Plant and Equipment	11,278		11,278		
Business Acquisition, Purchase Price Allocation, Other Noncurrent Assets	6,965		6,965		

Business Acquisition, Purchase Price Allocation, Amortizable Intangible Assets	90,900	90,900
Business Acquisition, Purchase Price Allocation, Goodwill Amount	31,951	31,951
Business Acquisition, Purchase Price Allocation, Current Liabilities, Accounts Payable	(98,967)	(98,967)
Business Acquisition, Purchase Price Allocation, Current Liabilities, Accrued Liabilities	(18,900)	(18,900)
Business Acquisition, Purchase Price Allocation, Other Noncurrent Liabilities	(4,080)	(4,080)
Business Combination, Acquisition of Less than 100 Percent, Noncontrolling Interest, Fair Value	(3,239)	(3,239)
Business Acquisition, Purchase Price Allocation, Assets Acquired	380,101	380,101
Business Acquisition, Cost of Acquired Entity, Purchase Price	379,013	379,013
Sales		876,817
Business Combination, Pro Forma Information [Abstract]		
Gain on bargain purchase		(1,088)
RFPD [Member]		
Business Acquisition, Purchase Price Allocation [Abstract]		
Business Acquisition, Cost of Acquired Entity, Purchase Price	235,973	235,973
Business Combination, Pro Forma Information [Abstract]		
Number of Employees	400	400
Nu Horizons [Member]		
Business Acquisition, Purchase Price Allocation [Abstract]		
Business Acquisition, Purchase Price Allocation, Current Assets, Cash and Cash Equivalents	18,085	18,085
Business Acquisition, Purchase Price Allocation, Debt Paid	26,375	26,375
Business Acquisition, Purchase Price Allocation, Assets Acquired	162,213	162,213
Business Acquisition, Cost of Acquired Entity, Purchase Price	161,125	161,125
Business Combination, Pro Forma Information [Abstract]		
Number of Employees	700	700
Gain on bargain purchase		1,088
Gain on bargain purchase		$ (668)
Gain on Purchase of Business, Per Share Basic		$ 0.01

[1] Includes restructuring, integration, and other charges ($11,223 net of related taxes or $.10 per share on both a basic and diluted basis), an adjustment to the gain on bargain purchase recorded in the first quarter of 2011 ($410 net of related taxes), a loss on prepayment of debt ($549 net of related taxes), and a net reduction in the provision for income taxes ($28,928 net of related taxes or $.26 and $.25 per share on a basic and diluted basis, respectively) principally due to a reversal of valuation allowance on certain international deferred tax assets.

[2] Includes restructuring, integration, and other charges ($6,048 net of related taxes or $.05 per share on both a basic and diluted basis).

[3] Includes restructuring, integration, and other charges ($3,584 net of related taxes or $.03 per share on both a basic and diluted basis).

[4] Includes restructuring, integration, and other charges ($7,199 net of related taxes or $.06 per share on both a basic and diluted basis), a charge related to the settlement of a legal matter ($3,609 net of related taxes or $.03 per share on both a basic and diluted basis), and a gain on bargain purchase ($1,078 net of related taxes or $.01 per share on both a basic and diluted basis).

[5] Includes restructuring, integration, and other charges ($5,459 net of related taxes or $.05 per share on both a basic and diluted basis), as well as a net reduction of the provision for income taxes ($9,404 net of related taxes or $.08 per share on both a basic and diluted basis) and a reduction of interest expense ($2,312 net of related taxes or $.02 per share on both a basic and diluted basis) primarily related to the settlement of certain income tax matters covering multiple years.

[6] Includes restructuring, integration, and other charges ($9,506 net of related taxes or $.08 per share on both a basic and diluted basis).

[7] Includes restructuring, integration, and other charges ($4,095 net of related taxes or $.03 per share on both a basic and diluted basis) and a loss on prepayment of debt ($964 net of related taxes or $.01 per share on both a basic and diluted basis).

[8] Includes restructuring, integration, and other charges ($5,545 net of related taxes or $.05 per share on both a basic and diluted basis).

[9] Quarterly net income per share is calculated using the weighted average number of shares outstanding during each quarterly period, while net income per share for the full year is calculated using the weighted average number of shares outstanding during the year. Therefore, the sum of the net income per share for each of the four quarters may not equal the net income per share for the full year.

[10] Stock-based compensation awards for the issuance of 1,051 shares, 3,257 shares, and 3,851 shares for the years ended December 31, 2011, 2010, and 2009, respectively, were excluded from the computation of net income per share on a diluted basis as their effect is anti-dilutive.

Accounts Receivable (Tables)

	12 Months Ended Dec. 31, 2011
Receivables [Abstract]	
Schedule of Accounts, Notes, Loans and Financing Receivable [Text Block]	Accounts receivable, net, consists of the following at December 31:

	2011	2010
Accounts receivable	$4,530,242	$4,140,868
Allowances for doubtful accounts	(48,125)	(37,998)
Accounts receivable, net	$4,482,117	$4,102,870

Investments in Affiliated Companies (Tables)

12 Months Ended Dec. 31, 2011

Equity Method Investments and Joint Ventures [Abstract]

Equity Method Investments [Text Block]

The following table presents the company's investment in Marubun/Arrow and the company's investment and long-term note receivable in Altech Industries at December 31:

	2011	2010
Marubun/Arrow	$ 45,626	$ 41,971
Altech Industries	14,953	17,484
	$ 60,579	$ 59,455

Equity in Earnings of Affiliated Companies

The equity in earnings (loss) of affiliated companies for the years ended December 31 consists of the following:

	2011	2010	2009
Marubun/Arrow	$ 5,338	$ 5,185	$ 3,745
Altech Industries	1,398	1,184	1,004
Other	—	—	(18)
	$ 6,736	$ 6,369	$ 4,731

Income Taxes - Provision for Income Taxes (Details) (USD $) In Thousands, unless otherwise specified	12 Months Ended		
	Dec. 31, 2011	Dec. 31, 2010	Dec. 31, 2009
Income Tax Contingency [Line Items]			
Current Federal Tax Expense (Benefit)	$ 113,937	$ 88,302	$ 23,078
Current State and Local Tax Expense (Benefit)	19,416	13,482	636
Current Foreign Tax Expense (Benefit)	88,509	80,461	22,389
Current Income Tax Expense (Benefit)	221,862	182,245	46,103
Deferred Federal Income Tax Expense (Benefit)	25,729	12,143	20,905
Deferred State and Local Income Tax Expense (Benefit)	3,328	4,153	5,995
Deferred Foreign Income Tax Expense (Benefit)	(40,434)	837	(7,587)
Deferred income taxes	(11,377)	17,133	19,313
Provision for income taxes	$ 210,485	$ 199,378	$ 65,416

Acquisitions - Intangible Assets Acquired (Details) (USD $) In Thousands, unless otherwise specified	12 Months Ended	
	Dec. 31, 2011 Years	Dec. 31, 2010 Years
RFPD and NuHorizons Combined [Member]		
Intangible Assets Acquired As Part Of Business Combination [Line Items]		
Business Acquisition, Purchase Price Allocation, Current Assets, Receivables	$ 194,312	
Business Acquisition, Purchase Price Allocation, Amortizable Intangible Assets	90,900	
Business Acquisition, Purchase Price Allocation, Current Assets, Inventory	169,881	
Business Acquisition, Purchase Price Allocation, Property, Plant and Equipment	11,278	
Business Acquisition, Purchase Price Allocation, Other Noncurrent Assets	6,965	
Business Acquisition, Purchase Price Allocation, Goodwill Amount	31,951	
Business Acquisition, Purchase Price Allocation, Current Liabilities, Accounts Payable	(98,967)	
Business Acquisition, Purchase Price Allocation, Current Liabilities, Accrued Liabilities	(18,900)	
Business Acquisition, Purchase Price Allocation, Other Noncurrent Liabilities	(4,080)	
Business Acquisition, Cost of Acquired Entity, Purchase Price	379,013	
Intechra Shared and Converge Combined [Member]		
Intangible Assets Acquired As Part Of Business Combination [Line Items]		
Business Acquisition, Purchase Price Allocation, Current Assets, Receivables		91,001
Business Acquisition, Purchase Price Allocation, Amortizable Intangible Assets		146,200
Business Acquisition, Purchase Price Allocation, Current Assets, Inventory		11,785
Business Acquisition, Purchase Price Allocation, Property, Plant and Equipment		11,187
Business Acquisition, Purchase Price Allocation, Other Noncurrent Assets		8,615
Business Acquisition, Purchase Price Allocation, Goodwill Amount		342,446
Business Acquisition, Purchase Price Allocation, Current Liabilities, Accounts Payable		(38,961)
Business Acquisition, Purchase Price Allocation, Current Liabilities, Accrued Liabilities		(46,328)
Business Acquisition, Purchase Price Allocation, Other Noncurrent Liabilities		(38,552)
Business Acquisition, Cost of Acquired Entity, Purchase Price		487,393
Customer Relationships [Member] | RFPD and NuHorizons Combined [Member]		
Intangible Assets Acquired As Part Of Business Combination [Line Items]		
Business Acquisition, Purchase Price Allocation, Amortizable Intangible Assets	35,400	
Acquired Finite-lived Intangible Asset, Weighted Average Useful Life	8	
Customer Relationships [Member] | Intechra Shared and Converge Combined [Member]		
Intangible Assets Acquired As Part Of Business Combination [Line Items]		
Business Acquisition, Purchase Price Allocation, Amortizable Intangible Assets		59,800
Acquired Finite-lived Intangible Asset, Weighted Average Useful Life	10	
Trade Names [Member] | RFPD and NuHorizons Combined [Member]		
Intangible Assets Acquired As Part Of Business Combination [Line Items]		

Business Acquisition, Purchase Price Allocation, Amortizable Intangible Assets	49,000	
Trade Names [Member] | Intechra Shared and Converge Combined [Member]		
Intangible Assets Acquired As Part Of Business Combination [Line Items]		
Business Acquisition, Purchase Price Allocation, Amortizable Intangible Assets		78,000
Developed Technology [Member] | Intechra Shared and Converge Combined [Member]		
Intangible Assets Acquired As Part Of Business Combination [Line Items]		
Business Acquisition, Purchase Price Allocation, Amortizable Intangible Assets		1,700
Other Intangibles [Member] | RFPD and NuHorizons Combined [Member]		
Intangible Assets Acquired As Part Of Business Combination [Line Items]		
Business Acquisition, Purchase Price Allocation, Amortizable Intangible Assets	6,500 [1]	
Acquired Finite-lived Intangible Asset, Useful Life, Minimum	1	
Acquired Finite-lived Intangible Asset, Useful Life, Maximum	3	
Other Intangibles [Member] | Intechra Shared and Converge Combined [Member]		
Intangible Assets Acquired As Part Of Business Combination [Line Items]		
Business Acquisition, Purchase Price Allocation, Amortizable Intangible Assets		$ 6,700 [2]
Acquired Finite-lived Intangible Asset, Weighted Average Useful Life	10	
Acquired Finite-lived Intangible Asset, Useful Life, Minimum		1
Acquired Finite-lived Intangible Asset, Useful Life, Maximum		2

[1] Consists of non-competition agreements and sales backlog with useful lives ranging from one to three years

[2] Consists of non-competition agreements and sales backlog with useful lives ranging from one to two years

Debt (Tables)	12 Months Ended Dec. 31, 2011

Debt Disclosure [Abstract]

Schedule of Long-term Debt Instruments [Text Block]

Long-term debt consists of the following at December 31:

	2011	2010
Revolving credit facility	$ 74,000	$ —
Asset securitization program	280,000	—
Bank term loan, due 2012	—	200,000
6.875% senior notes, due 2013	341,937	349,833
3.375% notes, due 2015	260,461	249,155
6.875% senior debentures, due 2018	198,660	198,450
6.00% notes, due 2020	299,927	299,918
5.125% notes, due 2021	249,278	249,199
7.5% senior debentures, due 2027	197,890	197,750
Interest rate swaps designated as fair value hedges	—	14,082
Other obligations with various interest rates and due dates	25,670	2,816
	$1,927,823	$1,761,203

Schedule of Fair Value of Debt [Text Block]

The estimated fair market value at December 31, using quoted market prices, is as follows:

	2011	2010
6.875% senior notes, due 2013	$352,000	$385,000
3.375% notes, due 2015	250,000	243,000
6.875% senior debentures, due 2018	216,000	218,000
6.00% notes, due 2020	315,000	306,000
5.125% notes, due 2021	247,500	238,000
7.5% senior debentures, due 2027	244,000	204,000

Financial Instruments Measured at Fair Value (Tables)

12 Months Ended

Dec. 31, 2011

Financial Instruments Measured at Fair Value [Abstract]

Schedule of Fair Value, Assets and Liabilities Measured on Recurring Basis [Table Text Block]

The following table presents assets/(liabilities) measured at fair value on a recurring basis at December 31, 2011:

	Level 1	Level 2	Level 3	Total
Cash equivalents	$ —	$ —	$ —	$ —
Available-for-sale securities	45,421	—	—	45,421
Interest rate swaps	—	(3,009)	—	(3,009)
Foreign exchange contracts	—	(649)	—	(649)
	$ 45,421	$ (3,658)	$ —	$ 41,763

The following table presents assets/(liabilities) measured at fair value on a recurring basis at December 31, 2010:

	Level 1	Level 2	Level 3	Total
Cash equivalents	$ 254,296	$ 282,900	$ —	$ 537,196
Available-for-sale securities	68,746	—	—	68,746
Interest rate swaps	—	14,082	—	14,082
Foreign exchange contracts	—	(494)	—	(494)
	$ 323,042	$ 296,488	$ —	$ 619,530

There were no transfers of financial instruments between the three levels of fair value hierarchy between December 31, 2011 and 2010.

Available-for-sale Securities [Text Block]

The fair value of the company's available-for-sale securities is as follows at December 31:

	2011		2010	
	Marubun	WPG	Marubun	WPG
Cost basis	$ 10,016	$ 10,798	$ 10,016	$ 10,798
Unrealized holding gain (loss)	(371)	24,978	3,726	44,206
Fair value	$ 9,645	$ 35,776	$ 13,742	$ 55,004

Schedule of Derivative Instruments in Statement of Financial Position, Fair Value [Text Block]

The fair values of derivative instruments in the consolidated balance sheets are as follows at December 31:

	Asset/(Liability) Derivatives		
		Fair Value	
	Balance Sheet Location	2011	2010
Derivative instruments designated as hedges:			

Interest rate swaps designated as fair value hedges	Other assets	$ —	$ 14,756
Interest rate swaps designated as fair value hedges	Other liabilities	—	(674)
Interest rate swaps designated as cash flow hedges	Other liabilities	(3,009)	—
Foreign exchange contracts designated as cash flow hedges	Other current assets	73	271
Foreign exchange contracts designated as cash flow hedges	Accrued expenses	(641)	(177)
Total derivative instruments designated as hedging instruments		(3,577)	14,176
Derivative instruments not designated as hedges:			
Foreign exchange contracts	Other current assets	2,218	1,778
Foreign exchange contracts	Accrued expenses	(2,299)	(2,366)
Total derivative instruments not designated as hedging instruments		(81)	(588)
Total		$ (3,658)	$ 13,588

Schedule of Derivative Instruments, Gain (Loss) in Statement of Financial Performance [Text Block]

The effect of derivative instruments on the consolidated statement of operations is as follows for the years ended December 31:

	Gain/ (Loss) Recognized in Income		
	2011	**2010**	**2009**
Fair value hedges:			
Interest rate swaps (a)	$ —	$ —	$ 4,097
Derivative instruments not designated as hedges:			
Foreign exchange contracts (b)	$ (3,633)	$ 1,938	$ (8,574)

	Cash Flow Hedges		Net Investment Hedges
	Interest Rate Swaps (c)	Foreign Exchange Contracts (d)	Cross-Currency Swaps (c)
2011			
Effective portion:			
Gain/(loss) recognized in OCI	$ (3,009)	$ (711)	$ —
Gain/(loss) reclassified into income	$ —	$ 53	$ —
Ineffective portion:			
Gain/(loss) recognized in income	$ —	$ —	$ —
2010			
Effective portion:			
Gain/(loss) recognized in OCI	$ —	$ 73	$ 52,158
Gain/(loss) reclassified into income	$ —	$ (108)	$ —
Ineffective portion:			
Gain/(loss) recognized in income	$ —	$ —	$ (91)
2009			
Effective portion:			
Gain/(loss) recognized in OCI	$ 1,853	$ (2,277)	$ (7,988)
Gain/(loss) reclassified into income	$ —	$ 94	$ —
Ineffective portion:			
Gain/(loss) recognized in income	$ —	$ —	$ 536

(a) The amount of gain/(loss) recognized in income on derivatives is recorded in "Loss on prepayment of debt" in the company's consolidated statements of operations.

(b) The amount of gain/(loss) recognized in income on derivatives is recorded in "Cost of sales" in the company's consolidated statements of operations.

(c) Both the effective and ineffective portions of any gain/(loss) reclassified or recognized in income are recorded in "Interest and other financing expense, net" in the company's consolidated statements of operations.

(d) Both the effective and ineffective portions of any gain/(loss) reclassified or recognized in income are recorded in "Cost of sales" in the company's consolidated statements of operations.

Acquisitions	12 Months Ended Dec. 31, 2011
Business Combinations [Abstract]	
Business Combination Disclosure [Text Block]	

Acquisitions

The company accounts for acquisitions using the acquisition method of accounting. The results of operations of acquisitions are included in the company's consolidated results from their respective dates of acquisition. The company allocates the purchase price of each acquisition to the tangible assets, liabilities, and identifiable intangible assets acquired based on their estimated fair values. The fair values assigned to identifiable intangible assets acquired were determined primarily by using an income approach which was based on assumptions and estimates made by management. The excess of the purchase price over the fair value of the identified assets and liabilities has been recorded as goodwill. Any change in the estimated fair value of the net assets prior to the finalization of the allocation for acquisitions could change the amount of the purchase price allocable to goodwill. The company is not aware of any information that indicates the final purchase price allocations will differ materially from the preliminary estimates.

2012 Acquisitions

Effective January 1, 2012, the company acquired all the assets and operations of the distribution business of Seed International Ltd., a value-added distributor of embedded products in China and on January 18, 2012, the company announced an agreement to acquire TechTurn, Ltd. ("TechTurn"), a leading provider of electronics asset disposition services that specializes in the processing and sale of technology devices that are returned or recycled from businesses and consumers. TechTurn is subject to customary regulatory approvals and is expected to be completed in the first quarter of 2012. These acquisitions are not expected to have a material impact on the company’s consolidated financial position or results of operations.

2011 Acquisitions

On March 1, 2011, the company acquired all of the assets and operations of the RF, Wireless and Power Division ("RFPD") of Richardson Electronics, Ltd. ("Richardson") for a purchase price of $235,973. Richardson RFPD is a leading value-added global component distributor and provider of engineered solutions serving the global radio frequency and wireless communications market, with approximately 400 employees. Richardson RFPD's product set includes devices for infrastructure and wireless networks, power management and alternative energy markets.

On January 3, 2011, the company acquired Nu Horizons Electronics Corp. ("Nu Horizons") for a purchase price of $161,125, which included cash acquired of $18,085 and $26,375 of debt paid at closing. Nu Horizons is a leading global distributor of advanced technology semiconductor, display, illumination, and power solutions to a wide variety of commercial original equipment manufacturers and electronic manufacturing services providers in the components business. Nu Horizons has sales facilities and logistics centers throughout the world, serving a wide variety of end markets including industrial, military, networking, and data communications, and has over 700 employees globally.

The fair value of the net assets acquired, including identifiable intangible assets, relating to the Nu Horizons acquisition was approximately $162,213, which exceeds the purchase price discussed above of $161,125. Accordingly, the company recognized the excess of the fair value of the net assets acquired over purchase price paid of $1,088 ($668 net of related taxes or $.01 per share on both a basic and diluted basis) as a gain on bargain purchase. Prior to recognizing the gain, the company reassessed the fair value of the assets acquired and liabilities assumed in the acquisition. The company believes it was able to acquire Nu Horizons for less than the fair value of its net assets due to Nu Horizons' stock trading below its book value for an extended period of time prior to the announcement of the acquisition. The company offered a purchase price per share for Nu Horizons that was above the prevailing stock price thereby representing a premium to the shareholders. The acquisition of Nu Horizons by the company was approved by Nu Horizons' shareholders.

Since the dates of the acquisitions, Richardson RFPD and Nu Horizons' sales for the year ended December 31, 2011 of $876,817 were included in the company's consolidated results of operations.

The following table summarizes the allocation of the net consideration paid to the fair value of the assets acquired and liabilities assumed for the Richardson RFPD and Nu Horizons acquisitions:

Accounts receivable, net	$ 194,312
Inventories	169,881
Property, plant and equipment	11,278
Other assets	6,965
Identifiable intangible assets	90,900
Cost in excess of net assets of companies acquired	31,951
Accounts payable	(98,967)
Accrued expenses	(18,900)
Other liabilities	(4,080)
Noncontrolling interest	(3,239)
Fair value of net assets acquired	380,101
Gain on bargain purchase	(1,088)
Cash consideration paid, net of cash acquired	$ 379,013

In connection with the Richardson RFPD and Nu Horizons acquisitions, the company allocated the following amounts to identifiable intangible assets:

	Weighted-Average Life	
Customer relationships	8 years	$ 35,400
Trade names	indefinite	49,000
Other intangible assets	(a)	6,500
Total identifiable intangible assets		$ 90,900

(a) Consists of non-competition agreements and sales backlog with useful lives ranging from one to three years.

The cost in excess of net assets acquired related to the Richardson RFPD acquisition was recorded in the company's global components business segment. Substantially all of the intangible assets related to the Richardson RFPD acquisition are expected to be deductible for income tax purposes.

During 2011, the company also acquired Pansystem S.r.l. ("Pansystem"), a distributor of high-performance wire, cable and interconnect products serving the aerospace and defense market in Italy; Cross Telecom Corporation ("Cross"), a North American service provider of converged and internet protocol technologies and unified communications; the North American IT consulting and professional services division of InScope International, Inc. and INSI Technology Innovation, Inc. (collectively "InScope"), a provider of managed services, enterprise storage management, IT virtualization, disaster recovery, data center migration and consolidation, and cloud computing services; LWP GmbH ("LWP"), a value-added distributor of computing solutions and services in Germany; Chip One Stop, Inc. ("C1S"), a supplier of electronic components to design engineers throughout Japan; and Flection Group B.V. ("Flection"), a provider of electronics asset disposition in Europe. The impact of these acquisitions were not individually significant to the company's consolidated financial position or results of operations.

The following table summarizes the company's unaudited consolidated results of operations for 2011 and 2010, as well as the unaudited pro forma consolidated results of operations of the company, as though the Richardson RFPD, Nu Horizons, Pansystem, Cross, InScope, LWP, C1S, and Flection acquisitions occurred on January 1:

	For the Years Ended December 31,			
	2011		2010	
	As Reported	Pro Forma	As Reported	Pro Forma
Sales	$ 21,390,264	$21,573,260	$ 18,744,676	$20,082,596
Net income attributable to shareholders	598,810	603,243	479,630	497,415
Net income per share:				
Basic	$ 5.25	$ 5.29	$ 4.06	$ 4.22
Diluted	$ 5.17	$ 5.20	$ 4.01	$ 4.16

The unaudited pro forma consolidated results of operations do not purport to be indicative of the results obtained had these acquisitions occurred as of the beginning of 2011 and 2010, or of those results that may be obtained in the future. Additionally, the above table does not reflect any anticipated cost savings or cross-selling opportunities expected to result from these acquisitions.

2010 Acquisitions

On December 16, 2010, the company acquired all of the assets and operations of INT Holdings, LLC, doing business as Intechra ("Intechra"), for a purchase price of $101,085, which included $77 of cash acquired. With sales offices and processing centers in strategic locations throughout the United States and a global network of partnerships, Intechra provides fully customized electronics asset disposition services to many Fortune 1000 customers throughout the world. Intechra's service offerings include compliance services, data security and destruction, risk management, redeployment, remarketing, lease return, logistics management, and environmentally responsible recycling of all types of information technology and has approximately 300 employees.

On September 8, 2010, the company acquired Shared Technologies Inc. ("Shared") for a purchase price of $252,825, which included $61,898 of debt paid at closing. Shared sells, installs, and maintains communications equipment in North America, including the latest in unified communications, voice and data technologies, contact center, network security, and traditional telephony and has approximately 1,000 employees.

On June 1, 2010, the company acquired PCG Parent Corp., doing business as Converge ("Converge"), for a purchase price of $138,363, which included cash acquired of $4,803 and $27,546 of debt paid at closing. Converge is a global provider of reverse logistics services. Converge, with approximately 350 employees, also has offices in Singapore and Amsterdam, with support centers worldwide.

Since the dates of the acquisitions, Intechra, Shared, and Converge's sales for the year ended December 31, 2010 of $256,505 were included in the company's consolidated results of operations.

The following table summarizes the allocation of the net consideration paid to the fair value of the assets acquired and liabilities assumed for the Intechra, Shared, and Converge acquisitions:

Accounts receivable, net	$ 91,001
Inventories	11,785
Property, plant and equipment	11,187
Other assets	8,615
Identifiable intangible assets	146,200
Cost in excess of net assets of companies acquired	342,446
Accounts payable	(38,961)
Accrued expenses	(46,328)
Other liabilities	(38,552)
Cash consideration paid, net of cash acquired	$ 487,393

In connection with the Intechra, Shared, and Converge acquisitions, the company allocated the following amounts to identifiable intangible assets:

	Weighted-Average Life	
Customer relationships	10 years	$ 59,800
Trade names	indefinite	78,000
Developed technology	10 years	1,700
Other intangible assets	(a)	6,700
Total identifiable intangible assets		$ 146,200

(a) Consists of non-competition agreements and sales backlog with useful lives ranging from one to two years.

The cost in excess of net assets acquired related to the Intechra and Converge acquisitions was recorded in the company's global components business segment. The cost in excess of net assets acquired related to the Shared acquisition was recorded in the company's global ECS business segment. The intangible assets related to the Shared and Converge acquisitions are not expected to be deductible for income tax purposes. The intangible assets related to the Intechra acquisition are expected to be deductible for income tax purposes.

During 2010, the company also acquired Verical Incorporated ("Verical"), an ecommerce business geared towards meeting the end-of-life components and parts shortage needs of customers; Sphinx Group Limited ("Sphinx"), a United Kingdom-based value-added distributor of security and networking products; Transim Technology Corporation ("Transim"), a service provider of online component design and engineering solutions for technology manufacturers; Eshel Technology Group, Inc. ("ETG"), a solid-state lighting distributor and value-added service provider; and Diasa Informática, S.A. ("Diasa"), a leading European value-added distributor of servers, storage, software, and networking products in Spain and Portugal. The impacts of these acquisitions were not individually significant to the company's consolidated financial position or results of operations.

The following table summarizes the company's unaudited consolidated results of operations for 2010 and 2009, as well as the unaudited pro forma consolidated results of operations of the company, as though the Intechra, Shared, Converge, Verical, Sphinx, Transim, ETG, and Diasa acquisitions occurred on January 1:

	For the Years Ended December 31,			
	2010		2009	
	As Reported	Pro Forma	As Reported	Pro Forma
Sales	$ 18,744,676	$19,326,092	$ 14,684,101	$15,566,217
Net income attributable to shareholders	479,630	491,688	123,512	130,633
Net income per share:				
Basic	$ 4.06	$ 4.17	$ 1.03	$ 1.09
Diluted	$ 4.01	$ 4.11	$ 1.03	$ 1.08

The unaudited pro forma consolidated results of operations do not purport to be indicative of the results obtained had these acquisitions occurred as of the beginning of 2010 and 2009, or of those results that may be obtained in the future. Additionally, the above table does not reflect any anticipated cost savings or cross-selling opportunities expected to result from these acquisitions.

2009 Acquisitions

On December 20, 2009, the company acquired A.E. Petsche Company, Inc. ("Petsche") for a purchase price of $174,100, which includes $4,036 of cash acquired. Petsche is a leading provider of interconnect products, including specialty wire, cable, and harness management solutions, to the aerospace and defense market. With approximately 250 employees, Petsche provides value-added distribution services to over 3,500 customers in the United States, Canada, Mexico, the United Kingdom, France, and Belgium.

Since the date of acquisition, Petsche sales for the year ended December 31, 2009 of $3,605 were included in the company's consolidated results of operations.

The cost in excess of net assets acquired related to the Petsche acquisition was recorded in the company's global components business segment. Substantially all of the intangible assets related to the Petsche acquisition are expected to be deductible for income tax purposes.

The following table summarizes the company's unaudited consolidated results of operations for 2009 as well as the unaudited pro forma consolidated results of operations of the company, as though the Petsche acquisition occurred on January 1, 2009:

	For the Year Ended December 31, 2009	
	As Reported	Pro Forma

Sales	$ 14,684,101	$14,867,421
Net income attributable to shareholders	123,512	133,568
Net income per share:		
Basic	$ 1.03	$ 1.11
Diluted	$ 1.03	$ 1.11

The unaudited pro forma consolidated results of operations does not purport to be indicative of the results obtained had the Petsche acquisition occurred as of the beginning of 2009, or of those results that may be obtained in the future. Additionally, the above table does not reflect any anticipated cost savings or cross-selling opportunities expected to result from this acquisition.

Other

During 2010, the company made a payment of $3,060 to increase its ownership in a majority-owned subsidiary. The payment was recorded as a reduction to capital in excess of par value, partially offset by the carrying value of the noncontrolling interest.

Income Taxes (Tables)

12 Months Ended Dec. 31, 2011

Income Tax Disclosure [Abstract]

Schedule of Components of Income Tax Expense (Benefit) [Table Text Block]

The provision for income taxes for the years ended December 31 consists of the following:

	2011	2010	2009
Current			
Federal	$ 113,937	$ 88,302	$ 23,078
State	19,416	13,482	636
International	88,509	80,461	22,389
	221,862	182,245	46,103
Deferred			
Federal	25,729	12,143	20,905
State	3,328	4,153	5,995
International	(40,434)	837	(7,587)
	(11,377)	17,133	19,313
	$ 210,485	$ 199,378	$ 65,416

Schedule of Effective Income Tax Rate Reconciliation [Table Text Block]

The principal causes of the difference between the U.S. federal statutory tax rate of 35% and effective income tax rates for the years ended December 31 are as follows:

	2011	2010	2009
United States	$ 405,508	$ 313,127	$ 108,106
International	404,293	365,876	80,815
Income before income taxes	$ 809,801	$ 679,003	$ 188,921
Provision at statutory tax rate	$ 283,430	$ 237,651	$ 66,122
State taxes, net of federal benefit	14,784	11,463	4,310
International effective tax rate differential	(48,785)	(61,868)	(42,333)
Change in valuation allowance	(49,826)	11,945	25,803
Other non-deductible expenses	4,744	4,040	2,634
Changes in tax accruals	12,437	(2,145)	8,258
Other	(6,299)	(1,708)	622
Provision for income taxes	$ 210,485	$ 199,378	$ 65,416

Reconciliation of Unrecognized Tax Benefits [Table Text Block]

A reconciliation of the beginning and ending amount of unrecognized tax benefits for the years ended December 31 is as follows:

	2011	2010
Balance at beginning of year	$ 66,110	$ 68,833
Additions based on tax positions taken during a prior period	10,850	14,067
Reductions based on tax positions taken during a prior period	(2,389)	(20,273)
Additions based on tax positions taken during the current period	7,602	5,835
Reductions based on tax positions taken during the current period	—	—
Reductions related to settlement of tax matters	(12,879)	(65)
Reductions related to a lapse of applicable statute of limitations	(5,796)	(2,287)
Balance at end of year	$ 63,498	$ 66,110

Summary of Open Tax Years by Major Jurisdiction [Table Text Block]

In many cases the company's uncertain tax positions are related to tax years that remain subject to examination by tax authorities. The following describes the open tax years, by major tax jurisdiction, as of December 31, 2011:

United States - Federal	2008 - present
United States - State	2005 - present
Germany (a)	2007 - present

Hong Kong	2005 - present
Italy (a)	2007 - present
Sweden	2005 - present
United Kingdom	2009 - present

(a) Includes federal as well as local jurisdictions

Schedule of Deferred Tax Assets and Liabilities [Table Text Block]

The significant components of the company's deferred tax assets and liabilities, included primarily in "Other current assets," "Other assets," "Accrued expenses," and "Other liabilities" in the company's consolidated balance sheets, consist of the following at December 31:

	2011	2010
Deferred tax assets:		
Net operating loss carryforwards	$ 79,317	$ 80,271
Inventory adjustments	39,595	33,004
Allowance for doubtful accounts	14,401	9,271
Accrued expenses	61,589	58,312
Interest carryforward	52,606	47,247
Stock-based compensation awards	12,330	13,503
Other comprehensive income items	12,475	—
Goodwill	—	8,462
Other	—	4,394
	272,313	254,464
Valuation allowance	(30,675)	(80,501)
Total deferred tax assets	$ 241,638	$ 173,963
Deferred tax liabilities:		
Goodwill	$ (9,060)	$ —
Depreciation	(57,346)	(21,055)
Intangible assets	(60,100)	(55,858)
Other	(1,916)	(3,263)
Total deferred tax liabilities	$ (128,422)	$ (80,176)
Total net deferred tax assets	$ 113,216	$ 93,787

Quarterly Financial Data (Tables)	12 Months Ended Dec. 31, 2011

Quarterly Financial Information Disclosure [Abstract]

Schedule of Quarterly Financial Information [Table Text Block]

A summary of the company's consolidated quarterly results of operations is as follows:

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
2011				
Sales	$ 5,223,003	$ 5,539,931	$ 5,186,857	$ 5,440,473
Gross profit	722,508	770,147	711,139	744,809
Net income attributable to shareholders	136,309 (b)	156,197 (c)	132,216 (d)	174,088 (e)
Net income per share (a):				
Basic	$ 1.18 (b)	$ 1.35 (c)	$ 1.17 (d)	$ 1.55 (e)
Diluted	$ 1.16 (b)	$ 1.33 (c)	$ 1.15 (d)	$ 1.53 (e)
2010				
Sales	$ 4,235,366	$ 4,613,307	$ 4,657,841	$ 5,238,162
Gross profit	537,933	588,476	608,794	683,404
Net income attributable to shareholders	87,046 (f)	116,193 (g)	118,502 (h)	157,889 (i)
Net income per share (a):				
Basic	$ .72 (f)	$ .97 (g)	$ 1.01 (h)	$ 1.37 (i)
Diluted	$ .71 (f)	$ .96 (g)	$ 1.00 (h)	$ 1.34 (i)

(a) Quarterly net income per share is calculated using the weighted average number of shares outstanding during each quarterly period, while net income per share for the full year is calculated using the weighted average number of shares outstanding during the year. Therefore, the sum of the net income per share for each of the four quarters may not equal the net income per share for the full year.

(b) Includes restructuring, integration, and other charges ($7,199 net of related taxes or $.06 per share on both a basic and diluted basis), a charge related to the settlement of a legal matter ($3,609 net of related taxes or $.03 per share on both a basic and diluted basis), and a gain on bargain purchase ($1,078 net of related taxes or $.01 per share on both a basic and diluted basis).

(c) Includes restructuring, integration, and other charges ($3,584 net of related taxes or $.03 per share on both a basic and diluted basis).

(d) Includes restructuring, integration, and other charges ($6,048 net of related taxes or $.05 per share on both a basic and diluted basis).

(e) Includes restructuring, integration, and other charges ($11,223 net of related taxes or $.10 per share on both a basic and diluted basis), an adjustment to the gain on bargain purchase recorded in the first quarter of 2011 ($410 net of related taxes), a loss on prepayment of debt ($549 net of related taxes), and a net reduction in the provision for income taxes ($28,928 net of related taxes or $.26 and $.25 per share on a basic and diluted basis, respectively) principally due to a reversal of valuation allowance on certain international deferred tax assets.

(f) Includes restructuring, integration, and other charges ($5,545 net of related taxes or $.05 per share on both a basic and diluted basis).

(g) Includes restructuring, integration, and other charges ($4,095 net of related taxes or $.03 per share on both a basic and diluted basis) and a loss on prepayment of debt ($964 net of related taxes or $.01 per share on both a basic and diluted basis).

(h) Includes restructuring, integration, and other charges ($9,506 net of related taxes or $.08 per share on both a basic and diluted basis).

(i) Includes restructuring, integration, and other charges ($5,459 net of related taxes or $.05 per share on both a basic and diluted basis), as well as a net reduction of the provision for income taxes ($9,404 net of related taxes or $.08 per share on both a basic and diluted basis) and a reduction of interest expense ($2,312 net of related taxes or $.02 per share on both a basic and diluted basis) primarily related to the settlement of certain income tax matters covering multiple years.

			12 Months Ended					12 Months Ended																	12 Months Ended								12 Months Ended												
Financial Instruments Measured at Fair Value - Derivatives (Details) In Thousands, unless otherwise specified	Dec. 31, 2011 USD ($)	Dec. 31, 2010 USD ($)	Dec. 31, 2011 Interest Rate Swap [Member] USD ($)	Dec. 31, 2010 Interest Rate Swap [Member] USD ($)	Dec. 31, 2009 Interest Rate Swap [Member] USD ($)	Dec. 31, 2011 Not Designated as Hedging Instrument [Member] USD ($)	Dec. 31, 2010 Not Designated as Hedging Instrument [Member] USD ($)	Dec. 31, 2011 Not Designated as Hedging Instrument [Member] Foreign Exchange Contract [Member] USD ($)	Dec. 31, 2010 Not Designated as Hedging Instrument [Member] Foreign Exchange Contract [Member] USD ($)	Dec. 31, 2009 Not Designated as Hedging Instrument [Member] Foreign Exchange Contract [Member] USD ($)	Dec. 31, 2011 Not Designated as Hedging Instrument [Member] Foreign Exchange Contract [Member] Other Current Assets [Member] USD ($)	Dec. 31, 2010 Not Designated as Hedging Instrument [Member] Foreign Exchange Contract [Member] Other Current Assets [Member] USD ($)	Dec. 31, 2011 Not Designated as Hedging Instrument [Member] Foreign Exchange Contract [Member] Accrued Liabilities [Member] USD ($)	Dec. 31, 2010 Not Designated as Hedging Instrument [Member] Foreign Exchange Contract [Member] Accrued Liabilities [Member] USD ($)	Dec. 31, 2011 Designated as Hedging Instrument [Member] USD ($)	Dec. 31, 2010 Designated as Hedging Instrument [Member] USD ($)	Dec. 31, 2011 Fair Value Hedging [Member] Interst Rate Swaps Converting Senior Notes Due in 2013 [Member] USD ($)	Dec. 31, 2010 Fair Value Hedging [Member] Interst Rate Swaps Converting Senior Notes Due in 2013 [Member] USD ($)	Dec. 31, 2011 Fair Value Hedging [Member] Interest Rate Swaps Converting Notes Due in 2015 [Member] USD ($)	Dec. 31, 2010 Fair Value Hedging [Member] Interest Rate Swaps Converting Notes Due in 2015 [Member] USD ($)	Dec. 31, 2011 Fair Value Hedging [Member] Designated as Hedging Instrument [Member] Interest Rate Swap [Member] Other Current Assets [Member] USD ($)	Dec. 31, 2010 Fair Value Hedging [Member] Designated as Hedging Instrument [Member] Interest Rate Swap [Member] Other Current Assets [Member] USD ($)	Dec. 31, 2011 Fair Value Hedging [Member] Designated as Hedging Instrument [Member] Interest Rate Swap [Member] Other Assets [Member] USD ($)	Dec. 31, 2010 Fair Value Hedging [Member] Designated as Hedging Instrument [Member] Interest Rate Swap [Member] Other Assets [Member] USD ($)	Dec. 31, 2011 Net Investment Hedging [Member] Designated as Hedging Instrument [Member] Currency Swap [Member] USD ($)	Dec. 31, 2010 Net Investment Hedging [Member] Designated as Hedging Instrument [Member] Currency Swap [Member] USD ($)	Dec. 31, 2009 Net Investment Hedging [Member] Designated as Hedging Instrument [Member] Currency Swap [Member] USD ($)	Dec. 31, 2011 Cash Flow Hedging [Member] Designated as Hedging Instrument [Member] Interest Rate Swap [Member] USD ($)	Dec. 31, 2010 Cash Flow Hedging [Member] Designated as Hedging Instrument [Member] Interest Rate Swap [Member] USD ($)	Dec. 31, 2009 Cash Flow Hedging [Member] Designated as Hedging Instrument [Member] Interest Rate Swap [Member] USD ($)	Dec. 31, 2011 Cash Flow Hedging [Member] Designated as Hedging Instrument [Member] Interest Rate Swap [Member] Other Liabilities [Member] USD ($)	Dec. 31, 2010 Cash Flow Hedging [Member] Designated as Hedging Instrument [Member] Interest Rate Swap [Member] Other Liabilities [Member] USD ($)	Dec. 31, 2011 Cash Flow Hedging [Member] Designated as Hedging Instrument [Member] Foreign Exchange Contract [Member] USD ($)	Dec. 31, 2010 Cash Flow Hedging [Member] Designated as Hedging Instrument [Member] Foreign Exchange Contract [Member] USD ($)	Dec. 31, 2009 Cash Flow Hedging [Member] Designated as Hedging Instrument [Member] Foreign Exchange Contract [Member] USD ($)	Dec. 31, 2011 Cash Flow Hedging [Member] Designated as Hedging Instrument [Member] Foreign Exchange Contract [Member] Other Current Assets [Member] USD ($)	Dec. 31, 2010 Cash Flow Hedging [Member] Designated as Hedging Instrument [Member] Foreign Exchange Contract [Member] Other Current Assets [Member] USD ($)	Dec. 31, 2011 Cash Flow Hedging [Member] Designated as Hedging Instrument [Member] Foreign Exchange Contract [Member] Accrued Liabilities [Member] USD ($)	Dec. 31, 2010 Cash Flow Hedging [Member] Designated as Hedging Instrument [Member] Foreign Exchange Contract [Member] Accrued Liabilities [Member] USD ($)	Dec. 31, 2011 Senior Notes Due in 2013 [Member]	Dec. 31, 2011 Notes Due in 2015 [Member]	Dec. 31, 2011 May 2006 Cross-Currency Swap [Member] USD ($)	Dec. 31, 2011 May 2006 Cross-Currency Swap [Member] EUR (€)	Dec. 31, 2011 October 2005 Cross-Currency Swap [Member] USD ($)	Dec. 31, 2011 October 2005 Cross-Currency Swap [Member] EUR (€)
Derivatives, Fair Value [Line Items]																																													
Derivative, Fair Value, Net	$ (3,658)	$ 13,588				$ (81)	$ (588)				$ 2,218	$ 1,778	$ (2,299)	$ (2,366)	$ (3,577)	$ 14,176		$ 14,756		$ (674)	$ 0	$ 14,756	$ 0	$ (674)							$ (3,009)	$ 0				$ 73	$ 271	$ (641)	$ (177)						
Derivative Instruments, Gain (Loss) Recognized in Income, Net			0 [1]	0 [1]	4,097 [1]			(3,633) [2]	1,938 [2]	(8,574) [2]																																			
Derivative Instruments, Gain (Loss) Recognized in Other Comprehensive Income, Effective Portion, Net																									0 [3]	52,158 [3]	(7,988) [3]	(3,009) [3]	0 [3]	1,853 [3]			(711) [4]	73 [4]	(2,277) [4]										
Derivative Instruments, Gain (Loss) Reclassified from Accumulated OCI into Income, Effective Portion, Net																									0 [3]	0 [3]	0 [3]	0 [3]	0 [3]	0 [3]			53 [4]	(108) [4]	94 [4]										
Derivative Instruments, Gain (Loss) Recognized in Income, Ineffective Portion and Amount Excluded from Effectiveness Testing, Net																									0 [3]	(91) [3]	536 [3]	0 [3]	0 [3]	0 [3]			0 [4]	0 [4]	0 [4]										
Notional Amount of Interest Rate Derivatives	175,000																275,000		250,000																										
Debt Instrument, Interest Rate, Stated Percentage	2.63%																																							6.875%	3.375%				
Derivative, Variable Interest Rate																		4.37%		1.38%																									
Notional Amount of Derivative Instruments Designated as Net Investment Hedges	300,000																																									100,000	78,281	200,000	168,384
Notional Amount of Foreign Currency Derivatives	$ 332,881	$ 297,868																																											

[1] The amount of gain/(loss) recognized in income on derivatives is recorded in "Loss on prepayment of debt" in the company's consolidated statements of operations.
[2] The amount of gain/(loss) recognized in income on derivatives is recorded in "Cost of sales" in the company's consolidated statements of operations.
[3] Both the effective and ineffective portions of any gain/(loss) reclassified or recognized in income are recorded in "Interest and other financing expense, net" in the company's consolidated statements of operations.
[4] Both the effective and ineffective portions of any gain/(loss) reclassified or recognized in income are recorded in "Cost of sales" in the company's consolidated statements of operations.

Employee Benefit Plans - Wyle Defined Benefit Plan (Details) (USD $)	12 Months Ended		
	Dec. 31, 2011	Dec. 31, 2010	Dec. 31, 2009
Defined Benefit Plan Disclosure [Line Items]			
Defined Benefit Plan, Contributions by Employer	$ 9,854,000	$ 860,000	
Defined Benefit Plan, Fair Value of Plan Assets	81,719,000	80,362,000	
Wyle Defined Benefit Plan [Member]			
Defined Benefit Plan Disclosure [Line Items]			
Defined Benefit Plan, Expected Future Benefit Payments in Year One	6,336,000		
Defined Benefit Plan, Expected Future Benefit Payments in Year Two	6,429,000		
Defined Benefit Plan, Expected Future Benefit Payments in Year Three	6,543,000		
Defined Benefit Plan, Expected Future Benefit Payments in Year Four	6,627,000		
Defined Benefit Plan, Expected Future Benefit Payments in Year Five	6,819,000		
Defined Benefit Plan, Expected Future Benefit Payments in Five Fiscal Years Thereafter	35,547,000		
Defined Benefit Plan, Accumulated Benefit Obligation	118,191,000	108,335,000	
Defined Benefit Plan, Benefit Obligation	118,191,000	108,335,000	108,124,000
Defined Benefit Plan, Interest Cost	5,767,000	5,770,000	
Defined Benefit Plan, Actuarial Net (Gains) Losses	9,630,000	(162,000)	
Defined Benefit Plan, Benefits Paid	(5,541,000)	(5,397,000)	
Defined Benefit Plan, Actual Return on Plan Assets	(2,956,000)	9,491,000	
Defined Benefit Plan, Contributions by Employer	9,854,000	860,000	
Defined Benefit Plan, Fair Value of Plan Assets	81,719,000	80,362,000	75,408,000
Defined Benefit Plan, Funded Status of Plan	(36,472,000)	(27,973,000)	
Defined Benefit Plan, Expected Return on Plan Assets	(6,524,000)	(5,992,000)	
Defined Benefit Plan, Amortization of Net Gains (Losses)	1,041,000	3,114,000	
Defined Benefit Plan, Net Periodic Benefit Cost	$ 284,000	$ 2,892,000	
Defined Benefit Plan, Assumptions Used Calculating Benefit Obligation, Discount Rate	5.50%	4.75%	
Defined Benefit Plan, Assumptions Used Calculating Benefit Obligation, Expected Long-Term Return on Assets	7.50%	8.00%	
Defined Benefit Plan, Assumptions Used Calculating Net Periodic Benefit Cost, Discount Rate	5.50%	5.50%	
Defined Benefit Plan, Assumptions Used Calculating Net Periodic Benefit Cost, Expected Long-term Return on Assets	8.00%	8.25%	

CONSOLIDATED STATEMENTS OF OPERATIONS (USD $) In Thousands, except Per Share data, unless otherwise specified	12 Months Ended		
	Dec. 31, 2011	Dec. 31, 2010	Dec. 31, 2009
Sales	$ 21,390,264	$ 18,744,676	$ 14,684,101
Costs and expenses:			
Cost of sales	18,441,661	16,326,069	12,933,207
Selling, general and administrative expenses	1,892,592	1,556,986	1,305,566
Depreciation and amortization	103,482	77,352	67,027
Restructuring, integration, and other charges	37,811	33,494	105,514
Settlement of legal matter	5,875	0	0
Total Costs and Expenses	20,481,421	17,993,901	14,411,314
Operating income	908,843	750,775	272,787
Equity in earnings of affiliated companies	6,736	6,369	4,731
Gain on bargain purchase	1,088	0	0
Loss on prepayment of debt	895	1,570	5,312
Interest and other financing expense, net	105,971	76,571	83,285
Income before income taxes	809,801	679,003	188,921
Provision for income taxes	210,485	199,378	65,416
Consolidated net income	599,316	479,625	123,505
Noncontrolling interests	506	(5)	(7)
Net income attributable to shareholders	$ 598,810	$ 479,630	$ 123,512
Net income per share:			
Basic	$ 5.25	$ 4.06	$ 1.03
Diluted	$ 5.17 [1]	$ 4.01 [1]	$ 1.03 [1]
Average number of shares outstanding:			
Weighted average shares outstanding - basic	114,025	117,997	119,800
Weighted average shares outstanding - diluted	115,932	119,577	120,489

[1] Stock-based compensation awards for the issuance of 1,051 shares, 3,257 shares, and 3,851 shares for the years ended December 31, 2011, 2010, and 2009, respectively, were excluded from the computation of net income per share on a diluted basis as their effect is anti-dilutive.

Cost in Excess of Net Assets of Companies Acquired and Intangible Assets, net - Goodwill (Details) (USD $) In Thousands, unless otherwise specified	12 Months Ended	
	Dec. 31, 2011	Dec. 31, 2010
Goodwill [Roll Forward]		
Goodwill	$ 1,336,351	$ 926,296
Goodwill, Acquired During Period	145,522	419,246
Goodwill Translation Adjustments	(8,540)	(9,191)
Goodwill	1,473,333	1,336,351
Global Components [Member]		
Goodwill [Roll Forward]		
Goodwill	670,871	473,421
Goodwill, Acquired During Period	94,837	197,465
Goodwill Translation Adjustments	(1,756)	(15)
Goodwill	763,952	670,871
Global ECS [Member]		
Goodwill [Roll Forward]		
Goodwill	665,480	452,875
Goodwill, Acquired During Period	50,685	221,781
Goodwill Translation Adjustments	(6,784)	(9,176)
Goodwill	$ 709,381	$ 665,480

CONSOLIDATED STATEMENTS OF EQUITY (USD $) In Thousands, unless otherwise specified	3 Months Ended		12 Months Ended			
	Dec. 31, 2011	Dec. 31, 2010	Dec. 31, 2011	Dec. 31, 2010	Dec. 31, 2009	Dec. 31, 2008
Net Income (Loss) Attributable to Parent	$ 174,088 [1]	$ 157,889 [2]	$ 598,810	$ 479,630	$ 123,512	
Total equity	3,675,260	3,251,195	3,675,260	3,251,195	2,917,297	2,677,050
Consolidated net income (loss)			599,316	479,625	123,505	
Translation adjustments			(49,384)	(21,110)	56,483	
Unrealized gain on investment securities, net			(11,886)	5,501	22,844	
Unrealized gain on interest rate swaps designated as cash flow hedges, net			(1,855)		1,132	
Comprehensive Income (Loss), Net of Tax, Including Portion Attributable to Noncontrolling Interest			521,709	466,760	207,485	
Other employee benefit plan, items, net			(14,482)	2,744	3,521	
Amortization of stock-based compensation			39,225	34,613	33,017	
Shares issued for stock-based compensation awards			46,665	8,057	4,234	
Tax benefits related to stock-based compensation awards			7,548	1,178	(2,011)	
Repurchases of common stock			(197,044)	(173,650)	(2,478)	
Purchase of subsidiary shares from noncontrolling interest				(3,060)		
Acquisition of noncontrolling interests			5,962			
Common Stock [Member]						
Total equity	125,382	125,337	125,382	125,337	125,287	125,048
Consolidated net income (loss)			0	0	0	
Translation adjustments			0	0	0	
Unrealized gain on investment securities, net			0	0	0	
Unrealized gain on interest rate swaps designated as cash flow hedges, net			0		0	
Other employee benefit plan, items, net			0	0	0	
Amortization of stock-based compensation			0	0	0	
Shares issued for stock-based compensation awards			45	50	239	
Tax benefits related to stock-based compensation awards			0	0	0	
Repurchases of common stock			0	0	0	
Purchase of subsidiary shares from noncontrolling interest				0		
Acquisition of noncontrolling interests			0			
Additional Paid-in Capital [Member]						
Total equity	1,076,275	1,063,461	1,076,275	1,063,461	1,056,704	1,035,302

Consolidated net income (loss)			0	0	0	
Translation adjustments			0	0	0	
Unrealized gain on investment securities, net			0	0	0	
Unrealized gain on interest rate swaps designated as cash flow hedges, net			0		0	
Other employee benefit plan, items, net			0	0	0	
Amortization of stock-based compensation			39,225	34,613	33,017	
Shares issued for stock-based compensation awards			(33,959)	(26,301)	(9,604)	
Tax benefits related to stock-based compensation awards			7,548	1,178	(2,011)	
Repurchases of common stock			0	0	0	
Purchase of subsidiary shares from noncontrolling interest				(2,733)		
Acquisition of noncontrolling interests			0			
Treasury Stock [Member]						
Total equity	(434,959)	(318,494)	(434,959)	(318,494)	(179,152)	(190,273)
Consolidated net income (loss)			0	0	0	
Translation adjustments			0	0	0	
Unrealized gain on investment securities, net			0	0	0	
Unrealized gain on interest rate swaps designated as cash flow hedges, net			0		0	
Other employee benefit plan, items, net			0	0	0	
Amortization of stock-based compensation			0	0	0	
Shares issued for stock-based compensation awards			80,579	34,308	13,599	
Tax benefits related to stock-based compensation awards			0	0	0	
Repurchases of common stock			(197,044)	(173,650)	(2,478)	
Purchase of subsidiary shares from noncontrolling interest				0		
Acquisition of noncontrolling interests			0			
Retained Earnings [Member]						
Net Income (Loss) Attributable to Parent					123,512	
Total equity	2,772,957	2,174,147	2,772,957	2,174,147	1,694,517	1,571,005
Consolidated net income (loss)			598,810	479,630		
Translation adjustments			0	0	0	
Unrealized gain on investment securities, net			0	0	0	
Unrealized gain on interest rate swaps designated as cash flow hedges, net			0		0	
Other employee benefit plan, items, net			0	0	0	
Amortization of stock-based compensation			0	0	0	
Shares issued for stock-based compensation awards			0	0	0	

Tax benefits related to stock-based compensation awards			0	0	0	
Repurchases of common stock			0	0	0	
Purchase of subsidiary shares from noncontrolling interest				0		
Acquisition of noncontrolling interests			0			
Accumulated Translation Adjustment [Member]						
Total equity	158,550	207,914	158,550	207,914	229,019	172,528
Consolidated net income (loss)			0	0	0	
Translation adjustments			(49,364)	(21,105)	56,491	
Unrealized gain on investment securities, net			0	0	0	
Unrealized gain on interest rate swaps designated as cash flow hedges, net			0		0	
Other employee benefit plan, items, net			0	0	0	
Amortization of stock-based compensation			0	0	0	
Shares issued for stock-based compensation awards			0	0	0	
Tax benefits related to stock-based compensation awards			0	0	0	
Repurchases of common stock			0	0	0	
Purchase of subsidiary shares from noncontrolling interest				0		
Acquisition of noncontrolling interests			0			
Other Comprehensive Income (Loss) [Member]						
Total equity	(29,393)	(1,170)	(29,393)	(1,170)	(9,415)	(36,912)
Consolidated net income (loss)			0	0	0	
Translation adjustments			0	0	0	
Unrealized gain on investment securities, net			(11,886)	5,501	22,844	
Unrealized gain on interest rate swaps designated as cash flow hedges, net			(1,855)		1,132	
Other employee benefit plan, items, net			(14,482)	2,744	3,521	
Amortization of stock-based compensation			0	0	0	
Shares issued for stock-based compensation awards			0	0	0	
Tax benefits related to stock-based compensation awards			0	0	0	
Repurchases of common stock			0	0	0	
Purchase of subsidiary shares from noncontrolling interest				0		
Acquisition of noncontrolling interests			0			
Noncontrolling Interest [Member]						
Total equity	6,448	0	6,448	0	337	352
Consolidated net income (loss)			506	(5)	(7)	

Translation adjustments	(20)	(5)	(8)
Unrealized gain on investment securities, net	0	0	0
Unrealized gain on interest rate swaps designated as cash flow hedges, net	0		0
Other employee benefit plan, items, net	0	0	0
Amortization of stock-based compensation	0	0	0
Shares issued for stock-based compensation awards	0	0	0
Tax benefits related to stock-based compensation awards	0	0	0
Repurchases of common stock	0	0	0
Purchase of subsidiary shares from noncontrolling interest		(327)	
Acquisition of noncontrolling interests	$ 5,962		

[1] Includes restructuring, integration, and other charges ($11,223 net of related taxes or $.10 per share on both a basic and diluted basis), an adjustment to the gain on bargain purchase recorded in the first quarter of 2011 ($410 net of related taxes), a loss on prepayment of debt ($549 net of related taxes), and a net reduction in the provision for income taxes ($28,928 net of related taxes or $.26 and $.25 per share on a basic and diluted basis, respectively) principally due to a reversal of valuation allowance on certain international deferred tax assets.

[2] Includes restructuring, integration, and other charges ($5,459 net of related taxes or $.05 per share on both a basic and diluted basis), as well as a net reduction of the provision for income taxes ($9,404 net of related taxes or $.08 per share on both a basic and diluted basis) and a reduction of interest expense ($2,312 net of related taxes or $.02 per share on both a basic and diluted basis) primarily related to the settlement of certain income tax matters covering multiple years.

Income Taxes - Summary of Open Tax Positions (Details)	12 Months Ended Dec. 31, 2011
United States Federal [Member]	
Income Tax Contingency [Line Items]	
Open Tax Years by Major Tax Jurisdiction	2008 - present
Hong Kong [Member]	
Income Tax Contingency [Line Items]	
Open Tax Years by Major Tax Jurisdiction	2005 - present
Italy [Member]	
Income Tax Contingency [Line Items]	
Open Tax Years by Major Tax Jurisdiction	2007 - present [1]
Sweden [Member]	
Income Tax Contingency [Line Items]	
Open Tax Years by Major Tax Jurisdiction	2005 - present
United States State [Member]	
Income Tax Contingency [Line Items]	
Open Tax Years by Major Tax Jurisdiction	2005 - present
Germany [Member]	
Income Tax Contingency [Line Items]	
Open Tax Years by Major Tax Jurisdiction	2007 - present [1]
United Kingdom [Member]	
Income Tax Contingency [Line Items]	
Open Tax Years by Major Tax Jurisdiction	2009 - present

[1] Includes federal as well as local jurisdictions

Net Income Per Share (Tables)

12 Months Ended Dec. 31, 2011

Earnings Per Share [Abstract]

Schedule of Earnings Per Share, Basic and Diluted [Table Text Block]

The following table sets forth the computation of net income per share on a basic and diluted basis for the years ended December 31 (shares in thousands):

	2011	2010	2009
Net income attributable to shareholders	$ 598,810	$ 479,630	$ 123,512
Net income per share:			
Basic	$ 5.25	$ 4.06	$ 1.03
Diluted (a)	$ 5.17	$ 4.01	$ 1.03
Weighted average shares outstanding - basic	114,025	117,997	119,800
Net effect of various dilutive stock-based compensation awards	1,907	1,580	689
Weighted average shares outstanding - diluted	115,932	119,577	120,489

(a) Stock-based compensation awards for the issuance of 1,051 shares, 3,257 shares, and 3,851 shares for the years ended December 31, 2011, 2010, and 2009, respectively, were excluded from the computation of net income per share on a diluted basis as their effect is anti-dilutive.

Employee Stock Plans (Details) (USD $) In Thousands, unless otherwise specified	12 Months Ended		
	Dec. 31, 2011	Dec. 31, 2010	Dec. 31, 2009
Share-based Compensation Arrangement by Share-based Payment Award [Line Items]			
Non-employee director award	$ 120		
Share-based Compensation Arrangement by Share-based Payment Award, Number of Shares Authorized	21,800,000		
Share-based Compensation Arrangement by Share-based Payment Award, Number of Shares Available for Grant	7,602,876	9,489,328	
Share-based Compensation Arrangement by Share-based Payment Award, Options, Exercises in Period, Total Intrinsic Value	17,642	2,445	2,106
Proceeds from exercise of stock options	46,665	8,057	4,234
Tax benefits related to stock-based compensation awards	$ 19,796	$ 7,301	$ 3,025

Segment and Geographic Information	12 Months Ended Dec. 31, 2011
Segment Reporting [Abstract]	
Segment Reporting Disclosure [Text Block]	**Segment and Geographic Information**

The company is a global provider of products, services, and solutions to industrial and commercial users of electronic components and enterprise computing solutions. The company distributes electronic components to original equipment manufacturers and contract manufacturers through its global components business segment and provides enterprise computing solutions to value-added resellers through its global ECS business segment. As a result of the company's philosophy of maximizing operating efficiencies through the centralization of certain functions, selected fixed assets and related depreciation, as well as borrowings, are not directly attributable to the individual operating segments and are included in the corporate business segment.

Sales and operating income (loss), by segment, for the years ended December 31 are as follows:

	2011	2010	2009
Sales:			
Global components	$14,853,823	$13,168,381	$ 9,751,305
Global ECS	6,536,441	5,576,295	4,932,796
Consolidated	$21,390,264	$18,744,676	$14,684,101
Operating income (loss):			
Global components	$ 823,774	$ 715,333	$ 318,866
Global ECS	262,893	191,489	167,748
Corporate (a)	(177,824)	(156,047)	(213,827)
Consolidated	$ 908,843	$ 750,775	$ 272,787

(a) Includes restructuring, integration, and other charges of $37,811, $33,494, and $105,514 in 2011, 2010, and 2009, respectively. Also included in 2011 is a charge of $5,875 related to the settlement of a legal matter.

Total assets, by segment, at December 31 are as follows:

	2011	2010
Global components	$ 5,974,174	$ 5,862,386
Global ECS	3,206,788	2,836,006
Corporate	648,117	902,146
Consolidated	$ 9,829,079	$ 9,600,538

Sales, by geographic area, for the years ended December 31 are as follows:

	2011	2010	2009
Americas (b)	$10,576,106	$ 9,111,557	$ 7,056,745

EMEA	6,889,479	5,633,508	4,248,049
Asia/Pacific	3,924,679	3,999,611	3,379,307
Consolidated	$21,390,264	$18,744,676	$14,684,101

(b) Includes sales related to the United States of $9,706,593, $8,254,191, and $6,374,447 in 2011, 2010, and 2009, respectively.

Net property, plant and equipment, by geographic area, is as follows:

	2011	2010
Americas (c)	$ 479,420	$ 431,066
EMEA	56,552	55,607
Asia/Pacific	20,257	18,867
Consolidated	$ 556,229	$ 505,540

(c) Includes net property, plant and equipment related to the United States of $478,376 and $429,922 at December 31, 2011 and 2010, respectively.

Employee Stock Plans (Tables)	12 Months Ended Dec. 31, 2011

Disclosure of Compensation Related Costs, Share-based Payments [Abstract]

Schedule of Share-based Compensation, Stock Options, Activity [Table Text Block]

The following information relates to the stock option activity for the year ended December 31, 2011:

	Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life	Aggregate Intrinsic Value
Outstanding at December 31, 2010	4,364,815	$ 29.63		
Granted	416,316	38.85		
Exercised	(1,542,917)	30.25		
Forfeited	(117,948)	28.30		
Outstanding at December 31, 2011	3,120,266	30.61	73 months	$ 22,430
Exercisable at December 31, 2011	1,914,460	31.66	57 months	$ 11,672

The aggregate intrinsic value in the table above represents the total pre-tax intrinsic value (the difference between the company's closing stock price on the last trading day of 2011 and the exercise price, multiplied by the number of in-the-money options) received by the option holders had all option holders exercised their options on December 31, 2011. This amount changes based on the market value of the company's stock.

Schedule of Share-based Payment Award, Stock Options, Valuation Assumptions [Table Text Block]

The fair value of stock options was estimated using the Black-Scholes valuation model with the following weighted-average assumptions for the years ended December 31:

	2011	2010	2009
Volatility (percent) (a)	37	37	35
Expected term (in years) (b)	5.5	5.2	5.9
Risk-free interest rate (percent) (c)	2.4	2.4	2.1

(a) Volatility is measured using historical daily price changes of the company's common stock over the expected term of the option.

(b) The expected term represents the weighted average period the option is expected to be outstanding and is based primarily on the historical exercise behavior of employees.

(c) The risk-free interest rate is based on the U.S. Treasury zero-coupon yield with a maturity that approximates the expected term of the option.

There is no expected dividend yield.

Schedule of Nonvested Share Activity [Table Text Block]

The following information summarizes the changes in non-vested performance shares, performance units, restricted stock, and restricted stock units for 2011:

	Shares	Weighted Average Grant Date Fair Value
Non-vested shares at December 31, 2010	3,242,976	$ 22.07
Granted	1,084,667	36.42

Vested	(1,245,952)	20.47
Forfeited	(144,972)	27.87
Non-vested shares at December 31, 2011	2,936,719	27.76

Valuation and Qualifying Accounts	12 Months Ended Dec. 31, 2011
Valuation and Qualifying Accounts [Abstract]	
Schedule of Valuation and Qualifying Accounts Disclosure [Text Block]	**SCHEDULE II - VALUATION AND QUALIFYING ACCOUNTS** **(In thousands)**

	Balance at beginning of year	Charged to income	Other (a)	Write-down	Balance at end of year
Allowance for doubtful accounts:					
Year-ended December 31, 2011	$ 37,998	$ 12,957	$ 5,357	$ 8,187	$ 48,125
Year-ended December 31, 2010	$ 39,674	$ 5,001	$ 5,849	$ 12,526	$ 37,998
Year-ended December 31, 2009	$ 52,786	$ 7,515	$ 1,001	$ 21,628	$ 39,674

(a) Represents the allowance for doubtful accounts of the businesses acquired by the company during 2011, 2010, and 2009.

Employee Stock Plans - Stock Ownership Plan (Details) (USD $) In Thousands, unless otherwise specified	12 Months Ended Dec. 31, 2011
Employee Stock Ownership Plan (ESOP) Disclosures [Line Items]	
Employee Stock Ownership Plan (ESOP), Cash Contributions to ESOP	$ 5,222

Summary of Significant Accounting Policies	12 Months Ended Dec. 31, 2011
Organization, Consolidation and Presentation of Financial Statements [Abstract]	
Significant Accounting Policies [Text Block]	

Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of the company and its majority-owned subsidiaries. All significant intercompany transactions are eliminated.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires the company to make significant estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash equivalents consist of highly liquid investments, which are readily convertible into cash, with original maturities of three months or less.

Inventories

Inventories are stated at the lower of cost or market. Cost approximates the first-in, first-out method. Substantially all inventories represent finished goods held for sale.

Property, Plant and Equipment

Property, plant and equipment are stated at cost. Depreciation is computed on the straight-line method over the estimated useful lives of the assets. The estimated useful lives for depreciation of buildings is generally 20 to 30 years, and the estimated useful lives of machinery and equipment is generally three to ten years. Leasehold improvements are amortized over the shorter of the term of the related lease or the life of the improvement. Long-lived assets are reviewed for impairment whenever changes in circumstances or events may indicate that the carrying amounts are not recoverable. If the fair value is less than the carrying amount of the asset, a loss is recognized for the difference.

Software Development Costs

The company capitalizes certain internal and external costs incurred to acquire or create internal-use software. Capitalized software costs are amortized on a straight-line basis over the estimated useful life of the software, which is generally three to seven years.

Identifiable Intangible Assets

Amortization of definite-lived intangible assets is computed on the straight-line method over the estimated useful lives of the assets, while indefinite-lived intangible assets are not amortized. Identifiable intangible assets are reviewed for impairment whenever changes in circumstances or events may indicate that the carrying amounts are not recoverable. The company also tests indefinite-lived intangible assets, consisting of acquired trade names, for impairment at least annually as of the first day of the fourth quarter. If the fair value is less than the carrying amount of the asset, a loss is recognized for the difference.

Investments

Investments are accounted for using the equity method if the investment provides the company the ability to exercise significant influence, but not control, over an investee. Significant influence is generally deemed to exist if the company has an ownership interest in the voting stock of the investee between 20% and 50%, although other factors, such as representation on the investee's Board of Directors, are considered in determining whether the equity method is appropriate. The company records its investments in equity method investees meeting these characteristics as "Investments in affiliated companies" in the company's consolidated balance sheets.

All other equity investments, which consist of investments for which the company does not possess the ability to exercise significant influence, are accounted for under the cost method, if privately held, or as available-for-sale, if publicly traded, and are included in "Other assets" in the company's consolidated balance sheets. Under the cost method of accounting, investments are carried at cost and are adjusted only for other-than-temporary declines in realizable value and additional investments. The company accounts for available-for-sale investments at fair value, using quoted market prices, and the related holding gains and losses are included in "Other" in the shareholders' equity section in the company's consolidated balance sheets. The company assesses its long-term investments accounted for as available-for-sale on a quarterly basis to determine whether declines in market value below cost are other-than-temporary. When the decline is determined to be other-than-temporary, the cost basis for the individual security is reduced and a loss is realized in the company's consolidated statement of operations in the period in which it occurs. The company makes such determination based upon the quoted market price, financial condition, operating results of the investee, and the company's intent and ability to retain the investment over a period of time, which is sufficient to allow for any recovery in market value. In addition, the company assesses the following factors:

- broad economic factors impacting the investee's industry;
- publicly available forecasts for sales and earnings growth for the industry and investee; and
- the cyclical nature of the investee's industry.

The company could incur an impairment charge in future periods if, among other factors, the investee's future earnings differ from currently available forecasts.

Cost in Excess of Net Assets of Companies Acquired

Goodwill represents the excess of the cost of an acquisition over the fair value of the assets acquired. The company tests goodwill for impairment annually as of the first day of the fourth quarter, and when an event occurs or circumstances change such that it is more likely than not that an impairment may exist, such as (i) a significant adverse change in legal factors or in business climate, (ii) an adverse action or assessment by a regulator, (iii) unanticipated competition, (iv) a loss of key personnel, (v) a more-likely-than-not sale or disposal of all or a significant portion of a reporting unit, (vi) the testing for recoverability of a significant asset group within a reporting unit, or (vii) the recognition of a goodwill impairment loss of a subsidiary that is a component of the reporting unit. In addition, goodwill is required to be tested for impairment after a portion of the goodwill is allocated to a business targeted for disposal.

Goodwill is reviewed for impairment utilizing a two-step process. The first step of the impairment test requires the identification of the reporting units and comparison of the fair value of each of these reporting units to the respective carrying value. The company's reporting units are defined as each of the three regional businesses within the global components business segment, which are the Americas, EMEA (Europe, Middle East, and Africa), and Asia/Pacific and each of the two regional businesses within the global Enterprise Computing Solutions ("ECS") business segment, which are North America and EMEA. If the carrying value of the reporting unit is less than its fair value, no impairment exists and the second step is not performed. If the carrying value of the reporting unit is higher than its fair value, the second step must be performed to compute the amount of the goodwill impairment, if any. In the second step, the impairment is computed by comparing the implied fair value of the reporting unit goodwill with the carrying amount of that goodwill. If the carrying amount of the reporting unit goodwill exceeds the implied fair value of that goodwill, an impairment loss is recognized for the excess.

The company generally estimates the fair value of a reporting unit using a three-year weighted average multiple of earnings before interest and taxes from comparable companies, which utilizes a look-back approach. The assumptions utilized in the evaluation of the impairment of goodwill under this approach include the identification of reporting units and the selection of comparable companies, which are critical accounting estimates subject to change. Additionally, the company supplements its multiple of earnings look-back approach with a forward-looking discounted cash flow methodology. The assumptions included in the discounted cash flow methodology included forecasted revenues, gross profit margins, operating income margins, working capital cash flow, perpetual growth rates, and long-term discount rates, among others, all of which require significant judgments by management. The company also reconciles its discounted cash flow analysis to its current market capitalization allowing for a reasonable control premium.

Foreign Currency Translation

The assets and liabilities of international operations are translated at the exchange rates in effect at the balance sheet date, with the related translation gains or losses reported as a separate component of shareholders' equity in the company's consolidated balance sheets. The results of international operations are translated at the monthly average exchange rates.

Income Taxes

Income taxes are accounted for under the liability method. Deferred income taxes reflect the tax consequences on future years of differences between the tax bases of assets and liabilities and their financial reporting amounts. The carrying value of the company's deferred tax assets is dependent upon the company's ability to generate sufficient future taxable income in certain tax jurisdictions. Should the company determine that it is more likely than not that some portion or all of its deferred tax assets will not be realized, a valuation allowance to the deferred tax assets would be established in the period such determination was made.

It is the company's policy to provide for uncertain tax positions and the related interest and penalties based upon management's assessment of whether a tax benefit is more likely than not to be sustained upon examination by tax authorities. At December 31, 2011, the company believes it has appropriately accounted for any unrecognized tax benefits. To the extent the company prevails in matters for which a liability for an unrecognized tax benefit is established or is required to pay amounts in excess of the liability, the company's effective tax rate in a given financial statement period may be affected.

Net Income Per Share

Basic net income per share is computed by dividing net income attributable to shareholders by the weighted average number of common shares outstanding for the period. Diluted net income per share reflects the potential dilution that would occur if securities or other contracts to issue common stock were exercised or converted into common stock.

Comprehensive Income

Comprehensive income consists of consolidated net income, foreign currency translation adjustments, unrealized gains or losses on investment securities and interest rate swaps designated as cash flow hedges, in addition to other employee benefit plan items. Unrealized gains or losses on investment securities are net of any reclassification adjustments for realized gains or losses included in consolidated net income. Foreign currency translation adjustments included in comprehensive income were not tax effected as investments in international affiliates are deemed to be permanent. All other comprehensive income items are net of related income taxes.

Stock-Based Compensation

The company records share-based payment awards exchanged for employee services at fair value on the date of grant and expenses the awards in the consolidated statements of operations over the requisite employee service period. Stock-based compensation expense includes an estimate for forfeitures and is generally recognized over the vesting period of the award on a straight-line basis. Stock-based compensation expense related to awards with a market or performance condition is generally recognized over the vesting period of the award utilizing the graded vesting method. The company recorded, as a component of selling, general and administrative expenses, amortization of stock-based compensation of $39,225, $34,613, and $33,017 in 2011, 2010, and 2009, respectively.

Segment Reporting

Operating segments are defined as components of an enterprise for which separate financial information is available that is evaluated regularly by the chief operating decision maker in deciding how to allocate resources and in assessing performance. The company's operations are classified into two reportable business segments: global components and global ECS.

Revenue Recognition

The company recognizes revenue when there is persuasive evidence of an arrangement, delivery has occurred or services are rendered, the sales price is determinable, and collectibility is reasonably assured. Revenue typically is recognized at time of shipment. Sales are recorded net of discounts, rebates, and returns, which historically have not been material.

A portion of the company's business involves shipments directly from its suppliers to its customers. In these transactions, the company is responsible for negotiating price both with the supplier and customer, payment to the supplier, establishing payment terms with the customer, product returns, and has risk of loss if the customer does not make payment. As the principal with the customer, the company recognizes the sale and cost of sale of the product upon receiving notification from the supplier that the product was shipped.

The company has certain business with select customers and suppliers that is accounted for on an agency basis (that is, the company recognizes the fees associated with serving as an agent in sales with no associated cost of sales) in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 605-45-45. Generally, these transactions relate to the sale of supplier service contracts to customers where the company has no future obligation to perform under these contracts or the rendering of logistics services for the delivery of inventory for which the company does not assume the risks and rewards of ownership.

Effective January 1, 2011, the company adopted FASB Accounting Standards Update No. 2009-13, "Multiple-Deliverable Revenue Arrangements" ("ASU No. 2009-13") and Accounting Standards Update No. 2009-14, "Certain Revenue Arrangements That Include Software Elements" ("ASU No. 2009-14"). ASU No. 2009-13 amends guidance included within ASC Topic 605-25 to require an entity to use an estimated selling price when vendor specific objective evidence or acceptable third party evidence does not exist for any products or services included in a multiple element arrangement. The arrangement consideration should be allocated among the products and services based upon their relative selling prices, thus eliminating the use of the residual method of allocation. ASU No. 2009-13 also requires expanded qualitative and quantitative disclosures regarding significant judgments made and changes in applying this guidance. ASU No. 2009-14 amends guidance included within ASC Topic 985-605 to exclude tangible products containing software components and non-software components that function together to deliver the product's essential functionality. Entities that sell joint hardware and software products that meet this scope exception will be required to follow the guidance of ASU No. 2009-13. The adoption of the provisions of ASU No. 2009-13 and ASU No. 2009-14 did not materially impact the company's consolidated financial position or results of operations.

Shipping and Handling Costs

Shipping and handling costs included in selling, general and administrative expenses totaled $78,666, $61,423, and $54,006 in 2011, 2010, and 2009, respectively.

Impact of Recently Issued Accounting Standards

In May 2011, the FASB issued Accounting Standards Update No. 2011-04, "Amendments to Achieve Common Fair Value Measurement and Disclosure Requirements in U.S. GAAP and IFRSs" ("ASU No. 2011-04"), which amends current guidance to result in common fair value measurement and disclosures between accounting principles generally accepted in the United States and International Financial Reporting Standards. The amendments explain how to measure fair value. They do not require additional fair value measurements and are not intended to establish valuations standards or affect valuation practices outside of financial reporting. ASU No. 2011-04 clarifies the application of certain existing fair value measurement guidance and expands the disclosures for fair value measurements that are estimated using significant unobservable inputs (Level 3 inputs, as defined in Note 7). The amendments in ASU No. 2011-04 are effective for interim and annual periods beginning after December 15, 2011. The company does not believe that the adoption of the provisions of ASU No. 2011-04 will have a material impact on the company's consolidated financial position or results of operations.

In June 2011, the FASB issued Accounting Standards Update No. 2011-05, "Presentation of Comprehensive Income" ("ASU No. 2011-05"), which improves the comparability, consistency, and transparency of financial reporting and increases the prominence of items reported in other comprehensive income ("OCI") by eliminating the option to present components of OCI as part of the statement of changes in stockholders' equity. The amendments in this standard require that all nonowner changes in stockholders' equity be presented either in a single continuous statement of comprehensive income or in two separate but consecutive statements. Subsequently in December 2011, the FASB issued Accounting Standards Update No. 2011-12, "Deferral of the Effective Date for Amendments to the Presentation of Reclassifications of Items Out of Accumulated Other Comprehensive Income" ("ASU No. 2011-12"), which indefinitely defers the requirement in ASU No. 2011-05 to present on the face of the financial statements reclassification adjustments for items that are reclassified from OCI to net income in the statement(s) where the components of net income and the components of OCI are presented. The amendments in these standards do not change the items that must be reported in OCI, when an item of OCI must be reclassified to net income, or change the option for an entity to present components of OCI gross or net of the effect of income taxes. The amendments in ASU No. 2011-05 and ASU No. 2011-12 are effective for interim and annual periods beginning after December 15, 2011 and are to be applied retrospectively. The adoption of the provisions of ASU No. 2011-05 and ASU No. 2011-12 will not have a material impact on the company's consolidated financial position or results of operations.

In September 2011, the FASB issued Accounting Standards Update No. 2011-08, "Testing Goodwill for Impairment" ("ASU No. 2011-08"), which allows entities to use a qualitative approach to test goodwill for impairment. ASU No. 2011-08 permits an entity to first perform a qualitative assessment to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying value. If it is concluded that this is the case, it is necessary to perform the currently prescribed two-step goodwill impairment test. Otherwise, the two-step goodwill impairment test is not required. ASU No. 2011-08 is effective for annual and interim goodwill impairment tests performed for fiscal years beginning after December 15, 2011. The adoption of the provisions of ASU No. 2011-08 will not have a material impact on the company's consolidated financial position or results of operations.

Reclassification

Certain prior year amounts were reclassified to conform to the current year presentation.

CONSOLIDATED BALANCE SHEETS (USD $) In Thousands, unless otherwise specified	Dec. 31, 2011	Dec. 31, 2010
ASSETS		
Cash and cash equivalents	$ 396,887	$ 926,321
Accounts receivable, net	4,482,117	4,102,870
Inventories	1,963,910	1,908,953
Other current assets	181,677	147,690
Total current assets	7,024,591	7,085,834
Property, plant and equipment, at cost:		
Land	23,790	24,213
Buildings and improvements	147,215	136,732
Machinery and equipment	934,558	863,773
Property, plant and equipment, gross	1,105,563	1,024,718
Less: Accumulated depreciation and amortization	(549,334)	(519,178)
Property, plant and equipment, net	556,229	505,540
Investments in affiliated companies	60,579	59,455
Intangible assets, net	392,763	310,847
Cost in excess of net assets of companies acquired	1,473,333	1,336,351
Other assets	321,584	302,511
Total assets	9,829,079	9,600,538
LIABILITIES AND EQUITY		
Accounts payable	3,264,088	3,644,988
Accrued expenses	660,996	637,045
Short-term borrowings, including current portion of long-term debt	33,843	61,210
Total current liabilities	3,958,927	4,343,243
Long-term debt	1,927,823	1,761,203
Other liabilities	267,069	244,897
Equity:		
Issued - 125,382 and 125,337 shares in 2011 and 2010, respectively	125,382	125,337
Capital in excess of par value	1,076,275	1,063,461
Treasury stock (13,568 and 10,690 shares in 2011 and 2010, respectively), at cost	(434,959)	(318,494)
Retained earnings	2,772,957	2,174,147
Foreign currency translation adjustment	158,550	207,914
Other	(29,393)	(1,170)
Total shareholders' equity	3,668,812	3,251,195
Noncontrolling interests	6,448	0
Total equity	3,675,260	3,251,195
Total liabilities and equity	$ 9,829,079	$ 9,600,538

Net Income Per Share	12 Months Ended Dec. 31, 2011
Earnings Per Share [Abstract]	
Earnings Per Share [Text Block]	**Net Income Per Share** The following table sets forth the computation of net income per share on a basic and diluted basis for the years ended December 31 (shares in thousands):

	2011	2010	2009
Net income attributable to shareholders	$ 598,810	$ 479,630	$ 123,512
Net income per share:			
Basic	$ 5.25	$ 4.06	$ 1.03
Diluted (a)	$ 5.17	$ 4.01	$ 1.03
Weighted average shares outstanding - basic	114,025	117,997	119,800
Net effect of various dilutive stock-based compensation awards	1,907	1,580	689
Weighted average shares outstanding - diluted	115,932	119,577	120,489

(a) Stock-based compensation awards for the issuance of 1,051 shares, 3,257 shares, and 3,851 shares for the years ended December 31, 2011, 2010, and 2009, respectively, were excluded from the computation of net income per share on a diluted basis as their effect is anti-dilutive.

Document and Entity Information (USD $)	12 Months Ended		
	Dec. 31, 2011	Jan. 27, 2012	Jul. 02, 2011
Entity Information [Line Items]			
Entity Registrant Name	Arrow Electronics Inc		
Entity Central Index Key	0000007536		
Current Fiscal Year End Date	--12-31		
Entity Filer Category	Large Accelerated Filer		
Document Type	10-K		
Document Period End Date	Dec. 31, 2011		
Document Fiscal Year Focus	2011		
Document Fiscal Period Focus	Q4		
Amendment Flag	false		
Entity Common Stock, Shares Outstanding		111,897,822	
Entity Well-known Seasoned Issuer	No		
Entity Voluntary Filers	No		
Entity Current Reporting Status	Yes		
Entity Public Float			$ 4,724,372,296

Employee Stock Plans	12 Months Ended Dec. 31, 2011
Disclosure of Compensation Related Costs, Share-based Payments [Abstract]	
Disclosure of Compensation Related Costs, Share-based Payments [Text Block]	**Employee Stock Plans**

Employee Stock Plans

Omnibus Plan

The company maintains the Arrow Electronics, Inc. 2004 Omnibus Incentive Plan (the "Omnibus Plan"), which replaced the Arrow Electronics, Inc. Stock Option Plan, the Arrow Electronics, Inc. Restricted Stock Plan, the 2002 Non-Employee Directors Stock Option Plan, the Non-Employee Directors Deferral Plan, and the 1999 CEO Bonus Plan (collectively, the "Prior Plans"). The Omnibus Plan broadens the array of equity alternatives available to the company when designing compensation incentives. The Omnibus Plan permits the grant of cash-based awards, non-qualified stock options, incentive stock options ("ISOs"), stock appreciation rights, restricted stock, restricted stock units, performance shares, performance units, covered employee annual incentive awards, and other stock-based awards. The Compensation Committee of the company's Board of Directors (the "Compensation Committee") determines the vesting requirements, termination provision, and the terms of the award for any awards under the Omnibus Plan when such awards are issued.

Under the terms of the Omnibus Plan, a maximum of 21,800,000 shares of common stock may be awarded, subject to adjustment. There were 7,602,876 and 9,489,328 shares available for grant under the Omnibus Plan as of December 31, 2011 and 2010, respectively. Shares currently subject to awards granted under the Prior Plans, which cease to be subject to such awards for any reason other than exercise for, or settlement in, shares will also be available under the Omnibus Plan. Generally, shares are counted against the authorization only to the extent that they are issued. Restricted stock, restricted stock units, performance shares, and performance units count against the authorization at a rate of 1.69 to 1.

After adoption of the Omnibus Plan, there were no additional awards made under any of the Prior Plans, though awards previously granted under the Prior Plans will survive according to their terms.

Stock Options

Under the Omnibus Plan, the company may grant both ISOs and non-qualified stock options. ISOs may only be granted to employees of the company, its subsidiaries, and its affiliates. The exercise price for options cannot be less than the fair market value of Arrow's common stock on the date of grant. Options generally become exercisable in equal installments over a four-year period, except for stock options authorized for grant to directors, which become exercisable in equal installments over a two-year period. Options currently outstanding have terms of ten years.

The following information relates to the stock option activity for the year ended December 31, 2011:

	Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life	Aggregate Intrinsic Value
Outstanding at December 31, 2010	4,364,815	$ 29.63		
Granted	416,316	38.85		

Exercised	(1,542,917)	30.25		
Forfeited	(117,948)	28.30		
Outstanding at December 31, 2011	3,120,266	30.61	73 months	$ 22,430
Exercisable at December 31, 2011	1,914,460	31.66	57 months	$ 11,672

The aggregate intrinsic value in the table above represents the total pre-tax intrinsic value (the difference between the company's closing stock price on the last trading day of 2011 and the exercise price, multiplied by the number of in-the-money options) received by the option holders had all option holders exercised their options on December 31, 2011. This amount changes based on the market value of the company's stock.

The total intrinsic value of options exercised during 2011, 2010, and 2009 was $17,642, $2,445, and $2,106, respectively.

Cash received from option exercises during 2011, 2010, and 2009 was $46,665, $8,057, and $4,234, respectively, and is included within the financing activities section in the company's consolidated statements of cash flows. The actual tax benefit realized from share-based payment awards during 2011, 2010, and 2009 was $19,796, $7,301, and $3,025, respectively.

The fair value of stock options was estimated using the Black-Scholes valuation model with the following weighted-average assumptions for the years ended December 31:

	2011	**2010**	**2009**
Volatility (percent) (a)	37	37	35
Expected term (in years) (b)	5.5	5.2	5.9
Risk-free interest rate (percent) (c)	2.4	2.4	2.1

(a) Volatility is measured using historical daily price changes of the company's common stock over the expected term of the option.
(b) The expected term represents the weighted average period the option is expected to be outstanding and is based primarily on the historical exercise behavior of employees.
(c) The risk-free interest rate is based on the U.S. Treasury zero-coupon yield with a maturity that approximates the expected term of the option.

There is no expected dividend yield.

The weighted-average fair value per option granted was $14.80, $10.39, and $6.07 during 2011, 2010, and 2009, respectively.

Performance Awards

The Compensation Committee, subject to the terms and conditions of the Omnibus Plan, may grant performance share and/or performance unit awards (collectively "performance awards"). The fair value of a performance award is the fair market value of the company's common stock on the date of grant. Such awards will be earned only if performance goals over performance periods established by or under the direction of the Compensation Committee are met. The performance goals and periods may vary from participant-to-participant, group-to-group, and time-to-time. The performance awards will be delivered in common stock at the end of the service period based on the company's actual performance compared to the target metric and may be from 0% to 200% of the initial award; however for the 2010 to 2012 and 2011 to 2013 performance periods, the target metric was from 0% to 175% of the initial award. Compensation expense is recognized using the graded vesting method over the service period, which generally ranges between two and four years, and is adjusted each period based on the current estimate of performance compared to the target metric.

Restricted Stock

Subject to the terms and conditions of the Omnibus Plan, the Compensation Committee may grant shares of restricted stock and/or restricted stock units. Restricted stock units are similar to restricted stock except that no shares are actually awarded to the participant on the date of grant. Shares of restricted stock and/or restricted stock units awarded under the Omnibus Plan may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated until the end of the applicable period of restriction established by the Compensation Committee and specified in the award agreement (and in the case of restricted stock units until the date of delivery or other payment). Compensation expense is recognized on a straight-line basis as shares become free of forfeiture restrictions (i.e., vest) generally over a four-year period.

Non-Employee Director Awards

The company's Board shall set the amounts and types of equity awards that shall be granted to all non-employee directors on a periodic, nondiscriminatory basis pursuant to the Omnibus Plan, as well as any additional amounts, if any, to be awarded, also on a periodic, nondiscriminatory basis, based on each of the following: the number of committees of the Board on which a non-employee director serves, service of a non-employee director as the chair of a Committee of the Board, service of a non-employee director as Chairman of the Board or Lead Director, or the first selection or appointment of an individual to the Board as a non-employee director. Non-employee directors currently receive annual awards of fully-vested restricted stock units valued at $120. All restricted stock units are settled in common stock one year following the director's separation from the Board.

Unless a non-employee director gives notice setting forth a different percentage, 50% of each director's annual retainer fee is deferred and converted into units based on the fair market value of the company's stock as of the date it was payable. Upon a non-employee director's termination of Board service, each unit in their deferral account will be converted into a share of company stock and distributed to the non-employee director as soon as practicable following such date.

Summary of Non-Vested Shares

The following information summarizes the changes in non-vested performance shares, performance units, restricted stock, and restricted stock units for 2011:

	Shares	**Weighted Average Grant Date Fair Value**
Non-vested shares at December 31, 2010	3,242,976	$ 22.07
Granted	1,084,667	36.42
Vested	(1,245,952)	20.47
Forfeited	(144,972)	27.87
Non-vested shares at December 31, 2011	2,936,719	27.76

As of December 31, 2011, there was $39,294 of total unrecognized compensation cost related to non-vested shares which is expected to be recognized over a weighted-average period of 2.1 years. The total fair value of shares vested during 2011, 2010, and 2009 was $48,055, $24,710, and $8,809, respectively.

Stock Ownership Plan

The company maintains a noncontributory employee stock ownership plan, which enables most North American employees to acquire shares of the company's common stock. Contributions, which are determined by the Board, are in the form of common stock or cash, which is used to purchase the company's common stock for the benefit of participating employees. Contributions to the plan in 2011 were $5,222. The company did not make any contributions to the plan in 2010 and 2009.

Quarterly Financial Data - Narrative (Details) (USD $) In Thousands, except Per Share data, unless otherwise specified	3 Months Ended								12 Months Ended		
	Dec. 31, 2011	Oct. 01, 2011	Jul. 02, 2011	Apr. 02, 2011	Dec. 31, 2010	Oct. 02, 2010	Jul. 03, 2010	Apr. 03, 2010	Dec. 31, 2011	Dec. 31, 2010	Dec. 31, 2009
Condensed Financial Statements, Captions [Line Items]											
Restructuring, integration, and other charges, net of taxes	$ 11,223	$ 6,048	$ 3,584	$ 7,199	$ 5,459	$ 9,506	$ 4,095	$ 5,545	$ 28,054	$ 24,605	$ 75,720
Restructuring Charges Net of Tax Per Share Basic and Diluted	$ 0.1	$ 0.05	$ 0.03	$ 0.06	$ 0.05	$ 0.08	$ 0.03	$ 0.05		$ 0.21	$ 0.63
Non-cash impact of tax matters	28,928								0	(11,716)	0
Extinguishment of Debt, Gain (Loss), Net of Tax	549						964			(964)	(3,228)
Extinguishment of Debt Gain Loss Net of Tax Per Share Basic and Diluted							$ 0.01			$ (0.01)	$ 0.03
Gain Loss Related to Litigation Settlement Net of Tax				3,609					(3,609)	0	0
Loss Related to Litigation Settlement, Per Share, Basic and Diluted				$ 0.03							
Gain on bargain purchase	410			(1,078)							
Gain On Bargain Purchase Of Business Per Share Basic and Diluted				$ 0.01							
Reduction of the Provision for Income Taxes [Member]											
Condensed Financial Statements, Captions [Line Items]											
Tax Adjustments, Settlements, and Unusual Provisions, Per Share Basic and Diluted					$ 0.08						
Non-cash impact of tax matters	28,928				9,404						
Tax Adjustments, Settlements, and Unusual Provisions, Per Share Basic	$ 0.26										
Tax Adjustments, Settlements, and Unusual Provisions, Per Share Diluted Basis	$ 0.25										
Reduction of Interest Expense [Member]											
Condensed Financial Statements, Captions [Line Items]											
Tax Adjustments, Settlements, and Unusual Provisions, Per Share Basic and Diluted					$ 0.02						

Non-cash impact of tax matters	$ 2,312

CONSOLIDATED BALANCE SHEETS (PARENTHETICALS) (USD $) In Thousands, except Per Share data, unless otherwise specified	Dec. 31, 2011	Dec. 31, 2010
Common Stock Par Value	$ 1	$ 1
Common Stock Shares Authorized	160,000	160,000
Common Stock Issued	125,382	125,337
Treasury Stock Shares	13,568	10,690

Debt	12 Months Ended Dec. 31, 2011
Debt Disclosure [Abstract]	
Debt Disclosure [Text Block]	**Debt**

At December 31, 2011 and 2010, short-term borrowings of $33,843 and $61,210, respectively, were primarily utilized to support the working capital requirements of certain international operations. The weighted average interest rates on these borrowings at December 31, 2011 and 2010 were 3.6% and 1.9%, respectively.

Long-term debt consists of the following at December 31:

	2011	2010
Revolving credit facility	$ 74,000	$ —
Asset securitization program	280,000	—
Bank term loan, due 2012	—	200,000
6.875% senior notes, due 2013	341,937	349,833
3.375% notes, due 2015	260,461	249,155
6.875% senior debentures, due 2018	198,660	198,450
6.00% notes, due 2020	299,927	299,918
5.125% notes, due 2021	249,278	249,199
7.5% senior debentures, due 2027	197,890	197,750
Interest rate swaps designated as fair value hedges	—	14,082
Other obligations with various interest rates and due dates	25,670	2,816
	$ 1,927,823	$ 1,761,203

The 7.5% senior debentures are not redeemable prior to their maturity. The 6.875% senior notes, 3.375% notes, 6.875% senior debentures, 6.00% notes, and 5.125% notes may be called at the option of the company subject to "make whole" clauses.

The estimated fair market value at December 31, using quoted market prices, is as follows:

	2011	2010
6.875% senior notes, due 2013	$ 352,000	$ 385,000
3.375% notes, due 2015	250,000	243,000
6.875% senior debentures, due 2018	216,000	218,000
6.00% notes, due 2020	315,000	306,000
5.125% notes, due 2021	247,500	238,000
7.5% senior debentures, due 2027	244,000	204,000

The carrying amount of the company's short-term borrowings in various countries, revolving credit facility, asset securitization program, and other obligations approximate their fair value.

Annual payments of borrowings during each of the years 2012 through 2016 are $33,843, $343,292, $304,221, $260,519, and $74,035, respectively, and $945,756 for all years thereafter.

In August 2011, the company entered into a $1,200,000 revolving credit facility, maturing in August 2016. This new facility may be used by the company for general corporate purposes including working capital in the ordinary course of business, letters of credit, repayment, prepayment or purchase of long-term indebtedness and acquisitions, and as support for the company's commercial paper program, as applicable. This agreement replaces the company's $800,000 revolving credit facility which was scheduled to expire in January 2012. The company also had a $200,000 term loan which was due in January 2012. The company repaid the term loan in full in August 2011. Interest on borrowings under the revolving credit facility is calculated using a base rate or a euro currency rate plus a spread based on the company's credit ratings (1.275% at December 31, 2011). The facility fee related to the revolving credit facility is .225%. At December 31, 2011, the company had $74,000 in outstanding borrowings under the revolving credit facility. There were no outstanding borrowings under the revolving credit facility at December 31, 2010.

The company has an asset securitization program collateralized by accounts receivable of certain of its United States subsidiaries. In December 2011, the company renewed its asset securitization program and, among other things, increased its size from $600,000 to $775,000 and extended its term to a three-year commitment maturing in December 2014. The asset securitization program is conducted through Arrow Electronics Funding Corporation ("AFC"), a wholly-owned, bankruptcy remote subsidiary. The asset securitization program does not qualify for sale treatment. Accordingly, the accounts receivable and related debt obligation remain on the company's consolidated balance sheets. Interest on borrowings is calculated using a base rate or a commercial paper rate plus a spread, which is based on the company's credit ratings (.40% at December 31, 2011). The facility fee is .40%.

At December 31, 2011, the company had $280,000 in outstanding borrowings under the asset securitization program, which was included in "Long-term debt" in the accompanying consolidated balance sheet, and total collateralized accounts receivable of approximately $1,562,613 were held by AFC and were included in "Accounts receivable, net" in the accompanying consolidated balance sheet. Any accounts receivable held by AFC would likely not be available to other creditors of the company in the event of bankruptcy or insolvency proceedings before repayment of any outstanding borrowings under the asset securitization program. There were no outstanding borrowings under the asset securitization program at December 31, 2010.

Both the revolving credit facility and asset securitization program include terms and conditions that limit the incurrence of additional borrowings, limit the company's ability to pay cash dividends or repurchase stock, and require that certain financial ratios be maintained at designated levels. The company was in compliance with all covenants as of December 31, 2011 and is currently not aware of any events that would cause non-compliance with any covenants in the future.

During the fourth quarter of 2011, the company repurchased $17,893 principal amount of its 6.875% senior notes due in 2013. The related loss on the repurchase aggregated $895 ($549 net of related taxes) and was recognized as a loss on prepayment of debt.

During 2010, the company sold a property and was required to repay the related collateralized debt with a face amount of $9,000. For 2010, the company recognized a loss on prepayment of debt of $1,570 ($964 net of related taxes or $.01 per share on both a basic and diluted basis) in the accompanying consolidated statements of operations.

During 2010, the company completed the sale of $250,000 principal amount of 3.375% notes due in 2015 and $250,000 principal amount of 5.125% notes due in 2021. The net proceeds of the offering of $494,325 were used for general corporate purposes.

During 2009, the company repurchased $130,455 principal amount of its 9.15% senior notes due in 2010. The related loss on the repurchase, including the premium paid and write-off of the deferred financing costs, offset by the gain for terminating a portion of the interest rate swaps aggregated $5,312 ($3,228 net of related taxes or $.03 per share on both a basic and diluted basis) and was recognized as a loss on prepayment of debt. During 2010, the company repaid the remaining $69,545 principal amount of its 9.15% senior notes upon maturity.

During 2009, the company completed the sale of $300,000 principal amount of 6.00% notes due in 2020. The net proceeds of the offering of $297,430 were used to repay a portion of the previously discussed 9.15% senior notes due in 2010 and for general corporate purposes.

Interest and other financing expense, net, includes interest income of $6,113, $5,052, and $2,964 in 2011, 2010, and 2009, respectively. Interest paid, net of interest income, amounted to $104,340, $80,686, and $79,952 in 2011, 2010, and 2009, respectively.

Accounts Receivable	12 Months Ended Dec. 31, 2011
Receivables [Abstract]	
Loans, Notes, Trade and Other Receivables Disclosure [Text Block]	**Accounts Receivable** Accounts receivable, net, consists of the following at December 31:

	2011	2010
Accounts receivable	$ 4,530,242	$ 4,140,868
Allowances for doubtful accounts	(48,125)	(37,998)
Accounts receivable, net	$ 4,482,117	$ 4,102,870

The company maintains allowances for doubtful accounts for estimated losses resulting from the inability of its customers to make required payments. The allowances for doubtful accounts are determined using a combination of factors, including the length of time the receivables are outstanding, the current business environment, and historical experience.

Quarterly Financial Data	12 Months Ended Dec. 31, 2008
Quarterly Financial Information Disclosure [Abstract]	
Quarterly Financial Information [Text Block]	

Quarterly Financial Data (Unaudited)

The company operates on a quarterly interim reporting calendar that closes on the Saturday following the end of the calendar quarter.

A summary of the company's consolidated quarterly results of operations is as follows:

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
2011				
Sales	$ 5,223,003	$ 5,539,931	$ 5,186,857	$ 5,440,473
Gross profit	722,508	770,147	711,139	744,809
Net income attributable to shareholders	136,309 (b)	156,197 (c)	132,216 (d)	174,088 (e)
Net income per share (a):				
Basic	$ 1.18 (b)	$ 1.35 (c)	$ 1.17 (d)	$ 1.55 (e)
Diluted	$ 1.16 (b)	$ 1.33 (c)	$ 1.15 (d)	$ 1.53 (e)
2010				
Sales	$ 4,235,366	$ 4,613,307	$ 4,657,841	$ 5,238,162
Gross profit	537,933	588,476	608,794	683,404
Net income attributable to shareholders	87,046 (f)	116,193 (g)	118,502 (h)	157,889 (i)
Net income per share (a):				
Basic	$ .72 (f)	$ .97 (g)	$ 1.01 (h)	$ 1.37 (i)
Diluted	$ .71 (f)	$ .96 (g)	$ 1.00 (h)	$ 1.34 (i)

(a) Quarterly net income per share is calculated using the weighted average number of shares outstanding during each quarterly period, while net income per share for the full year is calculated using the weighted average number of shares outstanding during the year. Therefore, the sum of the net income per share for each of the four quarters may not equal the net income per share for the full year.

(b) Includes restructuring, integration, and other charges ($7,199 net of related taxes or $.06 per share on both a basic and diluted basis), a charge related to the settlement of a legal matter ($3,609 net of related taxes or $.03 per share on both a basic and diluted basis), and a gain on bargain purchase ($1,078 net of related taxes or $.01 per share on both a basic and diluted basis).

(c) Includes restructuring, integration, and other charges ($3,584 net of related taxes or $.03 per share on both a basic and diluted basis).

(d) Includes restructuring, integration, and other charges ($6,048 net of related taxes or $.05 per share on both a basic and diluted basis).

(e) Includes restructuring, integration, and other charges ($11,223 net of related taxes or $.10 per share on both a basic and diluted basis), an adjustment to the gain on bargain purchase recorded in the first quarter of 2011 ($410 net of related taxes), a loss on prepayment of debt ($549 net of related taxes), and a net reduction in the provision for income taxes ($28,928 net of related taxes or $.26 and $.25 per share on a basic and diluted basis, respectively) principally due to a reversal of valuation allowance on certain international deferred tax assets.

(f) Includes restructuring, integration, and other charges ($5,545 net of related taxes or $.05 per share on both a basic and diluted basis).

(g) Includes restructuring, integration, and other charges ($4,095 net of related taxes or $.03 per share on both a basic and diluted basis) and a loss on prepayment of debt ($964 net of related taxes or $.01 per share on both a basic and diluted basis).

(h) Includes restructuring, integration, and other charges ($9,506 net of related taxes or $.08 per share on both a basic and diluted basis).

(i) Includes restructuring, integration, and other charges ($5,459 net of related taxes or $.05 per share on both a basic and diluted basis), as well as a net reduction of the provision for income taxes ($9,404 net of related taxes or $.08 per share on both a basic and diluted basis) and a reduction of interest expense ($2,312 net of related taxes or $.02 per share on both a basic and diluted basis) primarily related to the settlement of certain income tax matters covering multiple years.

Employee Benefit Plans	12 Months Ended Dec. 31, 2011
Compensation and Retirement Disclosure [Abstract]	
Pension and Other Postretirement Benefits Disclosure [Text Block]	(see below)

Employee Benefit Plans

Supplemental Executive Retirement Plans ("SERP")

The company maintains an unfunded Arrow SERP under which the company will pay supplemental pension benefits to certain employees upon retirement. There are 9 current and 16 former corporate officers participating in this plan. The Board determines those employees who are eligible to participate in the Arrow SERP.

The Arrow SERP, as amended, provides for the pension benefits to be based on a percentage of average final compensation, based on years of participation in the Arrow SERP. The Arrow SERP permits early retirement, with payments at a reduced rate, based on age and years of service subject to a minimum retirement age of 55. Participants whose accrued rights under the Arrow SERP, prior to the 2002 amendment, which were adversely affected by the amendment, will continue to be entitled to such greater rights.

The company acquired Wyle Electronics ("Wyle") in 2000. Wyle also sponsored an unfunded SERP for certain of its executives. Benefit accruals for the Wyle SERP were frozen as of December 31, 2000. There are 19 participants in this plan.

The company uses a December 31 measurement date for the Arrow SERP and the Wyle SERP. Pension information for the years ended December 31 is as follows:

	2011	2010
Accumulated benefit obligation	$ 62,891	$ 53,980
Changes in projected benefit obligation:		
Projected benefit obligation at beginning of year	$ 61,559	$ 57,052
Service cost (Arrow SERP)	1,525	1,642
Interest cost	3,308	3,202
Actuarial loss	5,602	2,961
Benefits paid	(3,521)	(3,298)
Projected benefit obligation at end of year	$ 68,473	$ 61,559
Funded status	$ (68,473)	$ (61,559)
Components of net periodic pension cost:		
Service cost (Arrow SERP)	$ 1,525	$ 1,642
Interest cost	3,308	3,202

Amortization of net loss	787	744
Amortization of prior service cost (Arrow SERP)	41	80
Amortization of transition obligation (Arrow SERP)	—	29
Net periodic pension cost	$ 5,661	$ 5,697
Weighted average assumptions used to determine benefit obligation:		
Discount rate	4.75%	5.50%
Rate of compensation increase (Arrow SERP)	5.00%	5.00%
Weighted average assumptions used to determine net periodic pension cost:		
Discount rate	5.50%	5.50%
Rate of compensation increase (Arrow SERP)	5.00%	5.00%

The amounts reported for net periodic pension cost and the respective benefit obligation amounts are dependent upon the actuarial assumptions used. The company reviews historical trends, future expectations, current market conditions, and external data to determine the assumptions. The discount rate represents the market rate for a high-quality corporate bond. The rate of compensation increase is determined by the company, based upon its long-term plans for such increases. The actuarial assumptions used to determine the net periodic pension cost are based upon the prior year's assumptions used to determine the benefit obligation.

Benefit payments are expected to be paid as follows:

2012	$ 3,869
2013	4,089
2014	4,050
2015	4,004
2016	4,206
2017-2021	25,209

Wyle Defined Benefit Plan

Wyle provided retirement benefits for certain employees under a defined benefit plan. Benefits under this plan were frozen as of December 31, 2000 and former participants were permitted to participate in the company's employee stock ownership and 401(k) plans. The company uses a December 31 measurement date for this plan. Pension information for the years ended December 31 is as follows:

	2011	**2010**
Accumulated benefit obligation	$ 118,191	$ 108,335
Changes in projected benefit obligation:		
Projected benefit obligation at beginning of year	$ 108,335	$ 108,124
Interest cost	5,767	5,770
Actuarial (gain)/loss	9,630	(162)

Benefits paid	(5,541)	(5,397)
Projected benefit obligation at end of year	$ 118,191	$ 108,335
Changes in plan assets:		
Fair value of plan assets at beginning of year	$ 80,362	$ 75,408
Actual return on plan assets	(2,956)	9,491
Company contributions	9,854	860
Benefits paid	(5,541)	(5,397)
Fair value of plan assets at end of year	$ 81,719	$ 80,362
Funded status	$ (36,472)	$ (27,973)
Components of net periodic pension cost:		
Interest cost	$ 5,767	$ 5,770
Expected return on plan assets	(6,524)	(5,992)
Amortization of net loss	1,041	3,114
Net periodic pension cost	$ 284	$ 2,892
Weighted average assumptions used to determine benefit obligation:		
Discount rate	4.75%	5.50%
Expected return on plan assets	7.50%	8.00%
Weighted average assumptions used to determine net periodic pension cost:		
Discount rate	5.50%	5.50%
Expected return on plan assets	8.00%	8.25%

The amounts reported for net periodic pension cost and the respective benefit obligation amounts are dependent upon the actuarial assumptions used. The company reviews historical trends, future expectations, current market conditions, and external data to determine the assumptions. The discount rate represents the market rate for a high-quality corporate bond. The expected return on plan assets is based on current and expected asset allocations, historical trends, and expected returns on plan assets. The actuarial assumptions used to determine the net periodic pension cost are based upon the prior year's assumptions used to determine the benefit obligation.

The company makes contributions to the plan so that minimum contribution requirements, as determined by government regulations, are met. The company made contributions of $9,854 and $860 in 2011 and 2010, respectively, and expects to make estimated contributions of $4,379 in 2012.

Benefit payments are expected to be paid as follows:

2012	$ 6,336
2013	6,429
2014	6,543
2015	6,627
2016	6,819
2017-2021	35,547

The fair values of the company's pension plan assets at December 31, 2011, utilizing the fair value hierarchy discussed in Note 7 are as follows:

	Level 1	Level 2	Level 3	Total
Cash Equivalents:				
Common collective trusts	$ —	$ 1,058	$ —	$ 1,058
Equities:				
U.S. common stocks	28,102	—	—	28,102
International mutual funds	10,665	—	—	10,665
Index mutual funds	10,436	—	—	10,436
Fixed Income:				
Mutual funds	24,181	—	—	24,181
Insurance contracts	—	7,277	—	7,277
Total	$ 73,384	$ 8,335	$ —	$ 81,719

The fair values of the company's pension plan assets at December 31, 2010, utilizing the fair value hierarchy discussed in Note 7 are as follows:

	Level 1	Level 2	Level 3	Total
Cash Equivalents:				
Common collective trusts	$ —	$ 843	$ —	$ 843
Equities:				
U.S. common stocks	29,802	—	—	29,802
International mutual funds	12,173	—	—	12,173
Index mutual funds	12,410	—	—	12,410
Fixed Income:				
Mutual funds	23,214	—	—	23,214
Insurance contracts	—	1,920	—	1,920
Total	$ 77,599	$ 2,763	$ —	$ 80,362

The investment portfolio contains a diversified blend of common stocks, bonds, cash equivalents, and other investments, which may reflect varying rates of return. The investments are further diversified within each asset classification. The portfolio diversification provides protection against a single security or class of securities having a disproportionate impact on aggregate performance. The long-term target allocations for plan assets are 65% in equities and 35% in fixed income, although the actual plan asset allocations may be within a range around these targets. The actual asset allocations are reviewed and rebalanced on a periodic basis to maintain the target allocations.

Comprehensive Income Items

In 2011, 2010, and 2009, actuarial (gains)/losses of $15,228, $(368), and $(1,038), respectively, were recognized in comprehensive income, net of related taxes, related to the company's defined benefit plans. In 2011, 2010, and 2009, the following amounts were recognized as a reclassification adjustment of comprehensive income, net of related taxes, as a result of being recognized in net periodic pension cost: transition obligation of $0, $18, and $251, respectively, prior service cost of $19, $43, and $186, respectively, and an actuarial loss of $1,103, $2,369, and $2,019, respectively.

Included in accumulated other comprehensive at December 31, 2011 and 2010 are the following amounts, net of related taxes, that have not yet been recognized in net periodic pension cost: unrecognized prior service costs of $44 and $63, respectively, and unrecognized actuarial losses of $40,243 and $26,332, respectively.

The prior service cost and actuarial loss included in accumulated other comprehensive loss, net of related taxes, which are expected to be recognized in net periodic pension cost for the year ended December 31, 2012 are $19 and $2,180, respectively.

Defined Contribution Plan

The company has a defined contribution plan for eligible employees, which qualifies under Section 401(k) of the Internal Revenue Code. The company's contribution to the plan, which is based on a specified percentage of employee contributions, amounted to $10,063, $8,870, and $7,821 in 2011, 2010, and 2009, respectively. Certain international subsidiaries maintain separate defined contribution plans for their employees and made contributions thereunder, which amounted to $25,265, $20,714, and $17,900 in 2011, 2010, and 2009, respectively.

Restructuring, Integration, and Other Charges	12 Months Ended Dec. 31, 2011
Restructuring Charges [Abstract]	
Restructuring and Related Activities Disclosure [Text Block]	

Restructuring, Integration, and Other Charges

In 2011, 2010, and 2009, the company recorded restructuring, integration, and other charges of $37,811 ($28,054 net of related taxes or $.25 and $.24 on a basic and diluted basis, respectively), $33,494 ($24,605 net of related taxes or $.21 per share on both a basic and diluted basis), and $105,514 ($75,720 net of related taxes or $.63 per share on both a basic and diluted basis), respectively.

The following table presents the components of the restructuring, integration, and other charges for the years ended December 31, 2011, 2010, and 2009:

	2011	2010	2009
Restructuring charges - current period actions	$ 23,818	$ 21,641	$ 100,274
Restructuring and integration charges (credits) - actions taken in prior periods	(689)	(559)	1,364
Acquisition-related expenses	14,682	12,412	3,876
	$ 37,811	$ 33,494	$ 105,514

2011 Restructuring Charge

The following table presents the components of the 2011 restructuring charge of $23,818 and activity in the related restructuring accrual for 2011:

	Personnel Costs	Facilities	Other	Total
Restructuring charge	$ 17,474	$ 5,387	$ 957	$ 23,818
Payments	(11,830)	(2,213)	(957)	(15,000)
Foreign currency translation	(127)	16	—	(111)
December 31, 2011	$ 5,517	$ 3,190	$ —	$ 8,707

The restructuring charge of $23,818 in 2011 primarily includes personnel costs of $17,474 and facilities costs of $5,387. The personnel costs are related to the elimination of approximately 280 positions within the global components business segment and approximately 240 positions within the global ECS business segment. The facilities costs are related to exit activities for 18 vacated facilities in the Americas and EMEA due to the company's continued efforts to streamline its operations and reduce real estate costs. These initiatives are due to the company's continued efforts to lower cost and drive operational efficiency, primarily related to the integration of recently acquired businesses.

2010 Restructuring Charge

The following table presents the components of the 2010 restructuring charge of $21,641 and activity in the related restructuring accrual for 2010 and 2011:

	Personnel Costs	Facilities	Other	Total

Restructuring charge	$ 14,711	$ 2,329	$ 4,601	$ 21,641
Payments	(12,583)	(1,019)	(3,049)	(16,651)
Non-cash usage	—	—	(657)	(657)
Foreign currency translation	(44)	12	79	47
December 31, 2010	2,084	1,322	974	4,380
Restructuring charge (credit)	15	757	(21)	751
Payments	(1,934)	(1,243)	(1,010)	(4,187)
Foreign currency translation	41	(15)	57	83
December 31, 2011	$ 206	$ 821	$ —	$ 1,027

The restructuring charge of $21,641 in 2010 primarily includes personnel costs of $14,711 and facilities costs of $2,329. The personnel costs are related to the elimination of approximately 180 positions within the global ECS business segment and approximately 100 positions within the global components business segment. The facilities costs are related to exit activities for 7 vacated facilities in the Americas and EMEA due to the company's continued efforts to streamline its operations and reduce real estate costs. These initiatives are due to the company's continued efforts to lower cost and drive operational efficiency.

2009 Restructuring Charge

The following table presents the components of the 2009 restructuring charge of $100,274 and activity in the related restructuring accrual for 2009, 2010, and 2011:

	Personnel Costs	Facilities	Other	Total
Restructuring charge	$ 90,896	$ 8,016	$ 1,362	$ 100,274
Payments	(65,524)	(1,747)	(1,138)	(68,409)
Foreign currency translation	8	18	—	26
December 31, 2009	25,380	6,287	224	31,891
Restructuring charge (credit)	2,397	(2,008)	(23)	366
Payments	(24,418)	(555)	(201)	(25,174)
Foreign currency translation	(1,611)	(399)	—	(2,010)
December 31, 2010	1,748	3,325	—	5,073
Restructuring charge (credit)	(666)	162	—	(504)
Payments	(787)	(1,865)	—	(2,652)
Foreign currency translation	10	50	—	60
December 31, 2011	$ 305	$ 1,672	$ —	$ 1,977

The restructuring charge of $100,274 in 2009 primarily includes personnel costs of $90,896 and facilities costs of $8,016. The personnel costs are related to the elimination of approximately 1,605 positions within the global components business segment and approximately 320 positions within the global ECS business segment. The facilities costs are related to exit activities for 28 vacated facilities worldwide due to the company's continued efforts to streamline its operations and reduce real estate costs. These initiatives are due to the company's continued efforts to lower cost and drive operational efficiency.

Restructuring and Integration Accruals Related to Actions Taken Prior to 2009

The following table presents the activity in the restructuring and integration accruals during 2009, 2010, and 2011 related to restructuring and integration actions taken prior to 2009:

	Personnel Costs	Facilities	Other	Total
December 31, 2008	$ 15,108	$ 10,791	$ 3,473	$ 29,372
Restructuring and integration charges (credits)	298	342	724	1,364
Payments	(13,602)	(4,922)	(65)	(18,589)
Non-cash usage	—	—	(2,309)	(2,309)
Foreign currency translation	(76)	465	(1)	388
December 31, 2009	1,728	6,676	1,822	10,226
Restructuring and integration charges (credits)	(255)	(381)	(289)	(925)
Payments	(1,179)	(2,577)	—	(3,756)
Non-cash usage	—	(582)	(104)	(686)
Foreign currency translation	(22)	(224)	(19)	(265)
December 31, 2010	272	2,912	1,410	4,594
Restructuring and integration credits	(48)	(787)	(101)	(936)
Payments	(219)	(746)	—	(965)
Foreign currency translation	(5)	10	—	5
December 31, 2011	$ —	$ 1,389	$ 1,309	$ 2,698

Restructuring and Integration Accrual Summary

In summary, the restructuring and integration accruals aggregate $14,409 at December 31, 2011, all of which is expected to be spent in cash, and are expected to be utilized as follows:

- The accruals for personnel costs of $6,028 to cover the termination of personnel are primarily expected to be spent within one year.

- The accruals for facilities totaling $7,072 relate to vacated leased properties that have scheduled payments of $3,835 in 2012, $1,756 in 2013, $726 in 2014, $386 in 2015, $216 in 2016, and $153 thereafter.

- Other accruals of $1,309 are expected to be utilized over several years.

Acquisition-Related Expenses

Included in the restructuring, integration, and other charges for 2011 and 2010 are $14,682 and $12,412, respectively, of acquisition-related expenses, primarily consisting of professional fees directly related to recent acquisition activity.

Included in the restructuring, integration, and other charges for 2009 are $2,841 of contingent consideration for an acquisition completed in a prior year which was conditional upon the financial performance of the acquired company and the continued employment of the selling shareholders and other acquisition-related expenses of $1,035, primarily consisting of professional fees directly related to recent acquisition activity.

Income Taxes - Schedule of Deferred Tax Assets and Liabilities (Details) (USD $) In Thousands, unless otherwise specified	Dec. 31, 2011	Dec. 31, 2010
Deferred Tax Assets and Liabilities [Line Items]		
Deferred Tax Assets, Operating Loss Carryforwards	$ 79,317	$ 80,271
Deferred Tax Assets, Inventory	39,595	33,004
Deferred Tax Assets, Tax Deferred Expense, Reserves and Accruals, Allowance for Doubtful Accounts	14,401	9,271
Deferred Tax Assets, Tax Deferred Expense, Reserves and Accruals, Accrued Liabilities	61,589	58,312
Deferred Tax Assets, Interest Carryforward	52,606	47,247
Deferred Tax Assets, Tax Deferred Expense, Compensation and Benefits, Share-based Compensation Cost	12,330	13,503
Deferred Tax Assets, Tax Deferred Expense, Other Comprehensive Income Items	12,475	0
Deferred Tax Assets Goodwill and Intangible Assets Goodwill	0	8,462
Deferred Tax Assets, Other	0	4,394
Deferred Tax Assets, Gross	272,313	254,464
Deferred Tax Assets, Valuation Allowance	(30,675)	(80,501)
Deferred Tax Assets, Net	241,638	173,963
Deferred Tax Liabilities, Goodwill and Intangible Assets, Goodwill	(9,060)	0
Deferred Tax Liabilities, Depreciation	(57,346)	(21,055)
Deferred Tax Liabilities, Goodwill and Intangible Assets, Intangible Assets	(60,100)	(55,858)
Deferred Tax Liabilities, Other	(1,916)	(3,263)
Deferred Tax Liabilities	128,422	80,176
Deferred Tax Assets (Liabilities), Net	113,216	93,787
Operating Loss Carryforwards	88,244	81,523
Utilization of Net Operating Loss Carryforward	72,155	56,866
International [Member]		
Deferred Tax Assets and Liabilities [Line Items]		
Tax Credit Carryforward, Amount	156,335	
Tax Credit Carryforward, Deferred Tax Asset	44,654	
Other Tax Carryforward, Valuation Allowance	$ 26,321	

Financial Instruments Measured at Fair Value	12 Months Ended Dec. 31, 2011
Financial Instruments Measured at Fair Value [Abstract]	
Financial Instruments Measured At Fair Value [Text Block]	see below

Financial Instruments Measured at Fair Value

The following table presents assets/(liabilities) measured at fair value on a recurring basis at December 31, 2011:

	Level 1	Level 2	Level 3	Total
Cash equivalents	$ —	$ —	$ —	$ —
Available-for-sale securities	45,421	—	—	45,421
Interest rate swaps	—	(3,009)	—	(3,009)
Foreign exchange contracts	—	(649)	—	(649)
	$ 45,421	$ (3,658)	$ —	$ 41,763

The following table presents assets/(liabilities) measured at fair value on a recurring basis at December 31, 2010:

	Level 1	Level 2	Level 3	Total
Cash equivalents	$ 254,296	$ 282,900	$ —	$ 537,196
Available-for-sale securities	68,746	—	—	68,746
Interest rate swaps	—	14,082	—	14,082
Foreign exchange contracts	—	(494)	—	(494)
	$ 323,042	$ 296,488	$ —	$ 619,530

There were no transfers of financial instruments between the three levels of fair value hierarchy between December 31, 2011 and 2010.

Available-For-Sale Securities

The company has a 2.0% equity ownership interest in WPG Holdings Co., Ltd. ("WPG") and an 8.4% equity ownership interest in Marubun Corporation ("Marubun"), which are accounted for as available-for-sale securities.

The fair value of the company's available-for-sale securities is as follows at December 31:

	2011		2010	
	Marubun	WPG	Marubun	WPG
Cost basis	$ 10,016	$ 10,798	$ 10,016	$ 10,798
Unrealized holding gain (loss)	(371)	24,978	3,726	44,206
Fair value	$ 9,645	$ 35,776	$ 13,742	$ 55,004

The company concluded that the decline in its Marubun investment is temporary and, accordingly, has not recognized a loss in the consolidated statements of operations. In making this determination, the company considered its intent and ability to hold the investment until the cost is recovered, the financial condition and near-term prospects of Marubun, the magnitude of the loss compared to the investment's cost, and publicly available information about the industry and geographic region in which Marubun operates. In addition, the fair value of the Marubun investment has been below the cost basis for less than twelve months.

The fair values of these investments are included in "Other assets" in the accompanying consolidated balance sheets, and the related unrealized holding gains or losses are included in "Other" in the shareholders' equity section in the accompanying consolidated balance sheets.

Derivative Instruments

The company uses various financial instruments, including derivative financial instruments, for purposes other than trading. Derivatives used as part of the company's risk management strategy are designated at inception as hedges and measured for effectiveness both at inception and on an ongoing basis.

The fair values of derivative instruments in the consolidated balance sheets are as follows at December 31:

	Asset/(Liability) Derivatives		
		Fair Value	
	Balance Sheet Location	2011	2010
Derivative instruments designated as hedges:			
Interest rate swaps designated as fair value hedges	Other assets	$ —	$ 14,756
Interest rate swaps designated as fair value hedges	Other liabilities	—	(674)
Interest rate swaps designated as cash flow hedges	Other liabilities	(3,009)	—
Foreign exchange contracts designated as cash flow hedges	Other current assets	73	271
Foreign exchange contracts designated as cash flow hedges	Accrued expenses	(641)	(177)
Total derivative instruments designated as hedging instruments		(3,577)	14,176
Derivative instruments not designated as hedges:			
Foreign exchange contracts	Other current assets	2,218	1,778
Foreign exchange contracts	Accrued expenses	(2,299)	(2,366)
Total derivative instruments not designated as hedging instruments		(81)	(588)
Total		$ (3,658)	$ 13,588

The effect of derivative instruments on the consolidated statement of operations is as follows for the years ended December 31:

	Gain/ (Loss) Recognized in Income		
	2011	2010	2009
Fair value hedges:			
Interest rate swaps (a)	$ —	$ —	$ 4,097

Derivative instruments not designated as hedges:			
Foreign exchange contracts (b)	$ (3,633)	$ 1,938	$ (8,574)

	Cash Flow Hedges		**Net Investment Hedges**
	Interest Rate Swaps (c)	**Foreign Exchange Contracts** (d)	**Cross-Currency Swaps** (c)
2011			
Effective portion:			
Gain/(loss) recognized in OCI	$ (3,009)	$ (711)	$ —
Gain/(loss) reclassified into income	$ —	$ 53	$ —
Ineffective portion:			
Gain/(loss) recognized in income	$ —	$ —	$ —
2010			
Effective portion:			
Gain/(loss) recognized in OCI	$ —	$ 73	$ 52,158
Gain/(loss) reclassified into income	$ —	$ (108)	$ —
Ineffective portion:			
Gain/(loss) recognized in income	$ —	$ —	$ (91)
2009			
Effective portion:			
Gain/(loss) recognized in OCI	$ 1,853	$ (2,277)	$ (7,988)
Gain/(loss) reclassified into income	$ —	$ 94	$ —
Ineffective portion:			
Gain/(loss) recognized in income	$ —	$ —	$ 536

(a) The amount of gain/(loss) recognized in income on derivatives is recorded in "Loss on prepayment of debt" in the company's consolidated statements of operations.

(b) The amount of gain/(loss) recognized in income on derivatives is recorded in "Cost of sales" in the company's consolidated statements of operations.

(c) Both the effective and ineffective portions of any gain/(loss) reclassified or recognized in income are recorded in "Interest and other financing expense, net" in the company's consolidated statements of operations.

(d) Both the effective and ineffective portions of any gain/(loss) reclassified or recognized in income are recorded in "Cost of sales" in the company's consolidated statements of operations.

Interest Rate Swaps

The company enters into interest rate swap transactions that convert certain fixed-rate debt to variable-rate debt or variable-rate debt to fixed-rate debt in order to manage its targeted mix of fixed- and floating-rate debt. The effective portion of the change in the fair value of interest rate swaps designated as fair value hedges is recorded as a change to the carrying value of the related hedged debt, and the effective portion of the change in fair value of interest rate swaps designated as cash flow hedges is recorded in the shareholders' equity section in the company's consolidated balance sheets in "Other." The ineffective portion of the interest rate swap, if any, is recorded in "Interest and other financing expense, net" in the company's consolidated statements of operations.

In June 2004 and November 2009, the company entered into interest rate swaps, with an aggregate notional amount of $275,000. The swaps modified the company's interest rate exposure by effectively converting a portion of the fixed 6.875% senior notes to a floating rate, based on the six-month U.S. dollar LIBOR plus a spread (an effective rate of 4.37% at December 31, 2010), through its maturity. The swaps were classified as fair value hedges and had a fair value of $14,756 at December 31, 2010. In September 2011, these interest rate swap agreements were terminated for proceeds of $12,203, net of accrued interest. The proceeds of the swap terminations, less accrued interest, were reflected as a premium to the underlying debt and will be amortized as a reduction to interest expense over the remaining term of the underlying debt.

In December 2010, the company entered into interest rate swaps, with an aggregate notional amount of $250,000. The swaps modified the company's interest rate exposure by effectively converting the fixed 3.375% notes to a floating rate, based on the three-month U.S. dollar LIBOR plus a spread (an effective rate of approximately 1.38% at December 31, 2010), through its maturity. The swaps are classified as fair value hedges and had a negative fair value of $674 at December 31, 2010. In September 2011, these interest rate swap agreements were terminated for proceeds of $11,856, net of accrued interest. The proceeds of the swap terminations, less accrued interest, were reflected as a premium to the underlying debt and will be amortized as a reduction to interest expense over the remaining term of the underlying debt.

In September 2011, the company entered into a ten-year forward-starting interest rate swap (the "2011 swap") locking in a treasury rate of 2.63% with an aggregate notional amount of $175,000. This swap manages the risk associated with changes in treasury rates and the impact of future interest payments. The 2011 swap relates to the interest payments for anticipated debt issuances. Such anticipated debt issuances are expected to replace the outstanding debt maturing in July 2013. The 2011 swap is classified as a cash flow hedge and had a negative fair value of $3,009 at December 31, 2011.

Cross-Currency Swaps

The company occasionally enters into cross-currency swaps to hedge a portion of its net investment in euro-denominated net assets. The company's cross-currency swaps are derivatives designated as net investment hedges. The effective portion of the change in the fair value of derivatives designated as net investment hedges is recorded in "Foreign currency translation adjustment" included in the company's consolidated balance sheets and any ineffective portion is recorded in "Interest and other financing expense, net" in the company's consolidated statements of operations. As the notional amounts of the company’s cross-currency swaps are expected to equal a comparable amount of hedged net assets, no material ineffectiveness is expected. The company uses the hypothetical derivative method to assess the effectiveness of its net investment hedges on a quarterly basis.

In May 2006, the company entered into a cross-currency swap, with a maturity date of July 2011, for approximately $100,000 or €78,281. In October 2005, the company entered into a cross-currency swap, with a maturity date of October 2010, for approximately $200,000 or €168,384. These cross-currency swaps hedged a portion of the company's net investment in euro-denominated net assets, by effectively converting the interest expense on $300,000 of long-term debt from U.S. dollars to euros. During 2010, the company paid $2,282, plus accrued interest, to terminate these cross-currency swaps.

Foreign Exchange Contracts

The company enters into foreign exchange forward, option, or swap contracts (collectively, the "foreign exchange contracts") to mitigate the impact of changes in foreign currency exchange rates. These contracts are executed to facilitate the hedging of foreign currency exposures resulting from inventory purchases and sales and generally have terms of no more than six months. Gains or losses on these contracts are deferred and recognized when the underlying future purchase or sale is recognized or when the corresponding asset or liability is revalued. The company does not enter into foreign exchange contracts for trading purposes. The risk of loss on a foreign exchange contract is the risk of nonperformance by the counterparties, which the company minimizes by limiting its counterparties to major financial institutions. The fair value of the foreign exchange contracts, which are nominal, are estimated using market quotes. The notional amount of the foreign exchange contracts at December 31, 2011 and 2010 was $332,881 and $297,868, respectively.

Other

The carrying amount of cash and cash equivalents, accounts receivable, net, and accounts payable approximate their fair value due to the short maturities of these financial instruments.

Cash equivalents consist primarily of overnight time deposits and institutional money market funds with quality financial institutions. These financial institutions are located in many different geographical regions, and the company's policy is designed to limit exposure with any one institution. As part of its cash and risk management processes, the company performs periodic evaluations of the relative credit standing of these financial institutions

Income Taxes	12 Months Ended Dec. 31, 2011
Income Tax Disclosure [Abstract]	
Income Tax Disclosure [Text Block]	

Income Taxes

The provision for income taxes for the years ended December 31 consists of the following:

	2011	2010	2009
Current			
Federal	$ 113,937	$ 88,302	$ 23,078
State	19,416	13,482	636
International	88,509	80,461	22,389
	221,862	182,245	46,103
Deferred			
Federal	25,729	12,143	20,905
State	3,328	4,153	5,995
International	(40,434)	837	(7,587)
	(11,377)	17,133	19,313
	$ 210,485	$ 199,378	$ 65,416

The principal causes of the difference between the U.S. federal statutory tax rate of 35% and effective income tax rates for the years ended December 31 are as follows:

	2011	2010	2009
United States	$ 405,508	$ 313,127	$ 108,106
International	404,293	365,876	80,815
Income before income taxes	$ 809,801	$ 679,003	$ 188,921
Provision at statutory tax rate	$ 283,430	$ 237,651	$ 66,122
State taxes, net of federal benefit	14,784	11,463	4,310
International effective tax rate differential	(48,785)	(61,868)	(42,333)
Change in valuation allowance	(49,826)	11,945	25,803
Other non-deductible expenses	4,744	4,040	2,634
Changes in tax accruals	12,437	(2,145)	8,258
Other	(6,299)	(1,708)	622
Provision for income taxes	$ 210,485	$ 199,378	$ 65,416

In the fourth quarter of 2011, the company recorded a net reduction in the provision for income taxes of $28,928 principally due to a reversal of a valuation allowance on certain international deferred tax assets as a result of a realignment of the company's international business operations.

In 2010, the company recorded a net reduction of the provision for income taxes of $9,404 and a reduction of interest expense of $3,840 ($2,312 net of related taxes) primarily related to the settlement of certain tax matters covering multiple years.

At December 31, 2011, the company had a liability for unrecognized tax benefits of $63,498 (substantially all of which, if recognized, would favorably affect the company's effective tax rate), of which approximately $8,000 is expected to be paid over the next twelve months. The company does not believe there will be any other material changes in its unrecognized tax positions over the next twelve months.

A reconciliation of the beginning and ending amount of unrecognized tax benefits for the years ended December 31 is as follows:

	2011	2010
Balance at beginning of year	$ 66,110	$ 68,833
Additions based on tax positions taken during a prior period	10,850	14,067

Reductions based on tax positions taken during a prior period	(2,389)	(20,273)
Additions based on tax positions taken during the current period	7,602	5,835
Reductions based on tax positions taken during the current period	—	—
Reductions related to settlement of tax matters	(12,879)	(65)
Reductions related to a lapse of applicable statute of limitations	(5,796)	(2,287)
Balance at end of year	$ 63,498	$ 66,110

Interest costs related to unrecognized tax benefits are classified as a component of "Interest and other financing expense, net" in the company's consolidated statements of operations. In 2011, 2010, and 2009 the company recognized $2,068, $(1,599), and $4,678, respectively, of interest expense related to unrecognized tax benefits. At December 31, 2011 and 2010, the company had a liability for the payment of interest of $13,411 and $12,348, respectively, related to unrecognized tax benefits.

In many cases the company's uncertain tax positions are related to tax years that remain subject to examination by tax authorities. The following describes the open tax years, by major tax jurisdiction, as of December 31, 2011:

United States - Federal	2008 - present
United States - State	2005 - present
Germany (a)	2007 - present
Hong Kong	2005 - present
Italy (a)	2007 - present
Sweden	2005 - present
United Kingdom	2009 - present

(a) Includes federal as well as local jurisdictions.

Deferred income taxes are provided for the effects of temporary differences between the tax basis of an asset or liability and its reported amount in the consolidated balance sheets. These temporary differences result in taxable or deductible amounts in future years.

The significant components of the company's deferred tax assets and liabilities, included primarily in "Other current assets," "Other assets," "Accrued expenses," and "Other liabilities" in the company's consolidated balance sheets, consist of the following at December 31:

	2011	**2010**
Deferred tax assets:		
Net operating loss carryforwards	$ 79,317	$ 80,271
Inventory adjustments	39,595	33,004
Allowance for doubtful accounts	14,401	9,271
Accrued expenses	61,589	58,312
Interest carryforward	52,606	47,247
Stock-based compensation awards	12,330	13,503
Other comprehensive income items	12,475	—
Goodwill	—	8,462
Other	—	4,394
	272,313	254,464
Valuation allowance	(30,675)	(80,501)
Total deferred tax assets	$ 241,638	$ 173,963

Deferred tax liabilities:		
Goodwill	$ (9,060)	$ —
Depreciation	(57,346)	(21,055)
Intangible assets	(60,100)	(55,858)
Other	(1,916)	(3,263)
Total deferred tax liabilities	$ (128,422)	$ (80,176)
Total net deferred tax assets	$ 113,216	$ 93,787

At December 31, 2011, certain international subsidiaries had tax loss carryforwards of approximately $156,335 expiring in various years after 2012 and deferred tax assets related to the tax loss carryforwards of the international subsidiaries in the amount of $44,654 were recorded with a corresponding valuation allowance of $26,321.

The company also has Federal net operating loss carryforwards of approximately $88,244 and $81,523 at December 31, 2011 and 2010, respectively, which relate to recently acquired subsidiaries. These Federal net operating losses expire in various years beginning after 2020. As of December 31, 2011 and 2010, the company has an agreement with the sellers of an acquired business to reimburse them for the company's utilization of approximately of $72,155 and $56,866, respectively, of these Federal net operating loss carryforwards.

Valuation allowances reflect the deferred tax benefits that management is uncertain of the ability to utilize in the future.

Cumulative undistributed earnings of international subsidiaries were $2,616,108 at December 31, 2011. No deferred Federal income taxes were provided for the undistributed earnings as they are permanently reinvested in the company's international operations.

Income taxes paid, net of income taxes refunded, amounted to $394,277, $233,852, and $90,340 in 2011, 2010, and 2009, respectively

Shareholders' Equity	12 Months Ended Dec. 31, 2011
Stockholders' Equity Note [Abstract]	
Stockholders' Equity Note Disclosure [Text Block]	**Shareholders' Equity** The following table sets forth the activity in the number of shares outstanding (in thousands):

	Common Stock Issued	Treasury Stock	Common Stock Outstanding
Common stock outstanding at December 31, 2008	125,048	5,740	119,308
Shares issued for stock-based compensation awards	239	(418)	657
Repurchases of common stock	—	137	(137)
Common stock outstanding at December 31, 2009	125,287	5,459	119,828
Shares issued for stock-based compensation awards	50	(1,070)	1,120
Repurchases of common stock	—	6,301	(6,301)
Common stock outstanding at December 31, 2010	125,337	10,690	114,647
Shares issued for stock-based compensation awards	45	(2,662)	2,707
Repurchases of common stock	—	5,540	(5,540)
Common stock outstanding at December 31, 2011	125,382	13,568	111,814

The company has 2,000,000 authorized shares of serial preferred stock with a par value of one dollar. There were no shares of serial preferred stock outstanding at December 31, 2011 and 2010.

Share-Repurchase Programs

In July 2011, the company's Board of Directors (the "Board") approved the repurchase of up to $100,000 of the company's common stock through a share-repurchase program. In October 2011, the company's Board approved an additional repurchase of up to $150,000 of the company's common stock. As of December 31, 2011, the company repurchased 3,245,502 shares under these programs with a market value of $99,699 at the dates of repurchase.

Net Income Per Share (Details) (USD $) In Thousands, except Per Share data, unless otherwise specified	3 Months Ended								12 Months Ended		
	Dec. 31, 2011	Oct. 01, 2011	Jul. 02, 2011	Apr. 02, 2011	Dec. 31, 2010	Oct. 02, 2010	Jul. 03, 2010	Apr. 03, 2010	Dec. 31, 2011	Dec. 31, 2010	Dec. 31, 2009
Earnings Per Share, Diluted [Line Items]											
Net income attributable to shareholders	$ 174,088 [1]	$ 132,216 [2]	$ 156,197 [3]	$ 136,309 [4]	$ 157,889 [5]	$ 118,502 [6]	$ 116,193 [7]	$ 87,046 [8]	$ 598,810	$ 479,630	$ 123,512
Weighted average shares outstanding - basic									114,025	117,997	119,800
Net effect of various dilutive stock-based compensation awards									1,907	1,580	689
Weighted average shares outstanding - diluted									115,932	119,577	120,489
Net Income per Share [Abstract]											
Basic	$ 1.55 [1],[9]	$ 1.17 [2],[9]	$ 1.35 [3],[9]	$ 1.18 [4],[9]	$ 1.37 [5]	$ 1.01 [6]	$ 0.97 [7]	$ 0.72 [8]	$ 5.25	$ 4.06	$ 1.03
Diluted	$ 1.53 [1],[9]	$ 1.15 [2],[9]	$ 1.33 [3],[9]	$ 1.16 [4],[9]	$ 1.34 [5]	$ 1 [6]	$ 0.96 [7]	$ 0.71 [8]	$ 5.17 [10]	$ 4.01 [10]	$ 1.03 [10]
Stock Compensation Plan [Member]											
Net Income per Share [Abstract]											
Antidilutive Securities Excluded from Computation of Earnings Per Share, Amount									1,051	3,257	3,851

[1] Includes restructuring, integration, and other charges ($11,223 net of related taxes or $.10 per share on both a basic and diluted basis), an adjustment to the gain on bargain purchase recorded in the first quarter of 2011 ($410 net of related taxes), a loss on prepayment of debt ($549 net of related taxes), and a net reduction in the provision for income taxes ($28,928 net of related taxes or $.26 and $.25 per share on a basic and diluted basis, respectively) principally due to a reversal of valuation allowance on certain international deferred tax assets.

[2] Includes restructuring, integration, and other charges ($6,048 net of related taxes or $.05 per share on both a basic and diluted basis).

[3] Includes restructuring, integration, and other charges ($3,584 net of related taxes or $.03 per share on both a basic and diluted basis).

[4] Includes restructuring, integration, and other charges ($7,199 net of related taxes or $.06 per share on both a basic and diluted basis), a charge related to the settlement of a legal matter ($3,609 net of related taxes or $.03 per share on both a basic and diluted basis), and a gain on bargain purchase ($1,078 net of related taxes or $.01 per share on both a basic and diluted basis).

[5] Includes restructuring, integration, and other charges ($5,459 net of related taxes or $.05 per share on both a basic and diluted basis), as well as a net reduction of the provision for income taxes ($9,404 net of related taxes or $.08 per share on both a basic and diluted basis) and a reduction of interest expense ($2,312 net of related taxes or $.02 per share on both a basic and diluted basis) primarily related to the settlement of certain income tax matters covering multiple years.

[6] Includes restructuring, integration, and other charges ($9,506 net of related taxes or $.08 per share on both a basic and diluted basis).

[7] Includes restructuring, integration, and other charges ($4,095 net of related taxes or $.03 per share on both a basic and diluted basis) and a loss on prepayment of debt ($964 net of related taxes or $.01 per share on both a basic and diluted basis).

[8] Includes restructuring, integration, and other charges ($5,545 net of related taxes or $.05 per share on both a basic and diluted basis).

[9] Quarterly net income per share is calculated using the weighted average number of shares outstanding during each quarterly period, while net income per share for the full year is calculated using the weighted average number of shares outstanding during the year. Therefore, the sum of the net income per share for each of the four quarters may not equal the net income per share for the full year.

[10] Stock-based compensation awards for the issuance of 1,051 shares, 3,257 shares, and 3,851 shares for the years ended December 31, 2011, 2010, and 2009, respectively, were excluded from the computation of net income per share on a diluted basis as their effect is anti-dilutive.

Employee Stock Plans - Stock Option Activity Table (Details) (USD $) In Thousands, except Per Share data, unless otherwise specified	12 Months Ended	
	Dec. 31, 2011	Dec. 31, 2010
Share-based Compensation Arrangement by Share-based Payment Award [Line Items]		
Share-based Compensation Arrangement by Share-based Payment Award, Options, Outstanding, Number	3,120,266	4,364,815
Share-based Compensation Arrangement by Share-based Payment Award, Options, Outstanding, Weighted Average Exercise Price	$ 30.61	$ 29.63
Share-based Compensation Arrangement by Share-based Payment Award, Options, Outstanding, Weighted Average Remaining Contractual Term	73	
Share-based Compensation Arrangement by Share-based Payment Award, Options, Outstanding, Intrinsic Value	$ 22,430	
Share-based Compensation Arrangement by Share-based Payment Award, Options, Grants in Period, Gross	416,316	
Share-based Compensation Arrangement by Share-based Payment Award, Options, Grants in Period, Weighted Average Exercise Price	$ 38.85	
Share-based Compensation Arrangement by Share-based Payment Award, Options, Exercises in Period	(1,542,917)	
Share-based Compensation Arrangement by Share-based Payment Award, Options, Exercises in Period, Weighted Average Exercise Price	$ 30.25	
Share-based Compensation Arrangement by Share-based Payment Award, Options, Forfeitures in Period	(117,948)	
Share-based Compensation Arrangement by Share-based Payment Award, Options, Forfeitures in Period, Weighted Average Exercise Price	$ 28.30	
Share-based Compensation Arrangement by Share-based Payment Award, Options, Exercisable, Number	1,914,460	
Share-based Compensation Arrangement by Share-based Payment Award, Options, Exercisable, Weighted Average Exercise Price	$ 31.66	
Share-based Compensation Arrangement by Share-based Payment Award, Options, Exercisable, Weighted Average Remaining Contractual Term	57	
Share-based Compensation Arrangement by Share-based Payment Award, Options, Exercisable, Intrinsic Value	$ 11,672	

Shareholders' Equity (Details) (USD $) In Thousands, except Share data, unless otherwise specified	1 Months Ended	3 Months Ended	12 Months Ended			
	Jul. 31, 2011	Dec. 31, 2010	Dec. 31, 2011	Dec. 31, 2010	Dec. 31, 2009	Dec. 31, 2008
Preferred Stock, Shares Authorized			2,000,000,000			
Stock Issued During Period, Shares, Share-based Compensation, Net of Forfeitures		(2,707,000)		(1,120,000)	(657,000)	
Common Stock, Shares, Outstanding		114,647,000	111,814,000	114,647,000	119,828,000	119,308,000
Share Repurchase Program Authorized Amount	$ 100,000					
Stock Repurchase Program, Additional Amount Authorized		150,000				
Treasury Stock, Shares, Acquired		(5,540,000)	(3,245,502)	(6,301,000)	(137,000)	
Treasury Stock, Value, Acquired, Cost Method			$ 99,699			
Common Stock Issued [Member]						
Stock Issued During Period, Shares, Share-based Compensation, Net of Forfeitures			(45,000)	(50,000)	(239,000)	
Common Stock, Shares, Outstanding		125,337,000	125,382,000	125,337,000	125,287,000	125,048,000
Treasury Stock, Shares, Acquired			0	0	0	
Treasury Stock [Member]						
Stock Issued During Period, Shares, Share-based Compensation, Net of Forfeitures			(2,662,000)	(1,070,000)	(418,000)	
Common Stock, Shares, Outstanding		10,690,000	13,568,000	10,690,000	5,459,000	5,740,000
Treasury Stock, Shares, Acquired			(5,540,000)	(6,301,000)	(137,000)	

Shareholders' Equity (Tables)	12 Months Ended Dec. 31, 2011
Stockholders' Equity Note [Abstract]	
Schedule of Stock by Class [Table Text Block]	The following table sets forth the activity in the number of shares outstanding (in thousands):

	Common Stock Issued	Treasury Stock	Common Stock Outstanding
Common stock outstanding at December 31, 2008	125,048	5,740	119,308
Shares issued for stock-based compensation awards	239	(418)	657
Repurchases of common stock	—	137	(137)
Common stock outstanding at December 31, 2009	125,287	5,459	119,828
Shares issued for stock-based compensation awards	50	(1,070)	1,120
Repurchases of common stock	—	6,301	(6,301)
Common stock outstanding at December 31, 2010	125,337	10,690	114,647
Shares issued for stock-based compensation awards	45	(2,662)	2,707
Repurchases of common stock	—	5,540	(5,540)
Common stock outstanding at December 31, 2011	125,382	13,568	111,814

Debt - Line of Credit (Details) (USD $) In Thousands, unless otherwise specified	12 Months Ended		
	Dec. 31, 2011	Jul. 31, 2011	Dec. 31, 2010
Line of Credit Facility [Line Items]			
Long-term Line of Credit, Noncurrent	$ 200,000		
Line of Credit Facility, Amount Outstanding	74,000		
Revolving Credit Facility due in 2016 [Member]			
Line of Credit Facility [Line Items]			
Line of Credit Facility, Maximum Borrowing Capacity	1,200,000	800,000	
Line of Credit Facility, Interest Rate Spread at Period End	1.275%		
Line of Credit Facility Commitment Fee Percentage	0.225%		
Line of Credit Facility, Amount Outstanding	$ 74,000		$ 0

Contingencies	12 Months Ended Dec. 31, 2011
Commitments and Contingencies Disclosure [Abstract]	
Commitments and Contingencies Disclosure [Text Block]	

Contingencies

Settlement of Legal Matter

During 2011, the company recorded a charge of $5,875 ($3,609 net of related taxes or $.03 per share on both a basic and diluted basis) in connection with the settlement of a legal matter, inclusive of related legal costs. This matter related to a customer dispute that originated in 1997. The company had successfully defended itself in a trial, but the verdict was subsequently overturned, in part, by an appellate court and remanded for a new trial. The company ultimately decided to settle this matter to avoid further legal expense and the burden on management's time that such a trial would entail.

Tekelec Matter

In 2000, the company purchased Tekelec Europe SA ("Tekelec") from Tekelec Airtronic SA and certain other selling shareholders. Subsequent to the closing of the acquisition, Tekelec received a product liability claim in the amount of €11,333. The product liability claim was the subject of a French legal proceeding started by the claimant in 2002, under which separate determinations were made as to whether the products that are subject to the claim were defective and the amount of damages sustained by the purchaser. The manufacturer of the products also participated in this proceeding. The claimant has commenced legal proceedings against Tekelec and its insurers to recover damages in the amount of €3,742 and expenses of €312 plus interest. The company believes that any amount in addition to the amount accrued by the company would not materially adversely impact the company's consolidated financial position, liquidity, or results of operations.

Environmental and Related Matters

Wyle Claims

In connection with the 2000 purchase of Wyle from the VEBA Group ("VEBA"), the company assumed certain of the then outstanding obligations of Wyle, including Wyle's 1994 indemnification of the purchasers of its Wyle Laboratories division for environmental clean-up costs associated with any then existing contamination or violation of environmental regulations. Under the terms of the company's purchase of Wyle from VEBA, VEBA agreed to indemnify the company for costs associated with the Wyle environmental indemnities, among other things. The company is aware of two Wyle Laboratories facilities (in Huntsville, Alabama and Norco, California) at which contaminated groundwater was identified. Each site will require remediation, the final form and cost of which is undetermined.

Wyle Laboratories has demanded indemnification from the company with respect to the work at both sites (and in connection with the litigation discussed below), and the company has, in turn, demanded indemnification from VEBA. VEBA merged with a publicly-traded, German conglomerate in June 2000. The combined entity, now known as E.ON AG, remains responsible for VEBA's liabilities. E.ON AG acknowledged liability under the terms of the VEBA contract in connection with the Norco and Huntsville sites and made an initial, partial payment. Neither the company's demands for subsequent payments nor its demand for defense and indemnification in the related litigation and other costs associated with the Norco site were met.

Related Litigation

In October 2005, the company filed suit against E.ON AG in the Frankfurt am Main Regional Court in Germany. The suit seeks indemnification, contribution, and a declaration of the parties' respective rights and obligations in connection with the Riverside County litigation (discussed below) and other costs associated with the Norco site. In its answer to the company's claim filed in March 2009 in the German proceedings, E.ON AG filed a counterclaim against the company for approximately $16,000. The company believes it has reasonable defenses to the counterclaim and plans to defend its position vigorously. The company believes that the ultimate resolution of the counterclaim will not materially adversely impact the company's consolidated financial position, liquidity, or results of operations. The litigation is currently suspended while the company engages in a court-facilitated mediation with E.ON AG. The mediation commenced in December 2009 and is ongoing.

The company was named as a defendant in several suits related to the Norco facility, all of which were consolidated for pre-trial purposes. In January 2005, an action was filed in the California Superior Court in Riverside County, California (Gloria Austin, *et al*. v. Wyle Laboratories, Inc. *et al*.). Approximately 90 plaintiff landowners and residents sued a number of defendants under a variety of theories for unquantified damages allegedly caused by environmental contamination at and around the Norco site. Also filed in the Superior Court in Riverside County were Jimmy Gandara, *et al.* v. Wyle Laboratories, Inc. *et al.* in January 2006, and Lisa Briones, *et al*. v. Wyle Laboratories, Inc. *et al*. in May 2006; both of which contain allegations similar to those in the Austin case on behalf of approximately 20 additional plaintiffs. All of these matters have now been resolved to the satisfaction of the parties.

The company was also named as a defendant in a lawsuit filed in September 2006 in the United States District Court for the Central District of California (Apollo Associates, L.P., *et anno.* v. Arrow Electronics, Inc. *et al.*) in connection with alleged contamination at a third site, an industrial building formerly leased by Wyle Laboratories, in El Segundo, California. The lawsuit was settled, though the possibility remains that government entities or others may attempt to involve the company in further characterization or remediation of groundwater issues in the area.

Environmental Matters - Huntsville

Characterization of the extent of contaminated soil and groundwater continues at the site in Huntsville, Alabama. Under the direction of the Alabama Department of Environmental Management, approximately $4,000 was spent to date. The pace of the ongoing remedial investigations, project management and regulatory oversight is likely to increase somewhat and though the complete scope of the activities is not yet known, the company currently estimates additional investigative and related expenditures at the site of approximately $500 to $750. The nature and scope of both feasibility studies and subsequent remediation at the site has not yet been determined, but assuming the outcome includes source control and certain other measures, the cost is estimated to be between $3,000 and $4,000.

Despite the amount of work undertaken and planned to date, the company is unable to estimate any potential costs in addition to those discussed above because the complete scope of the work is not yet known, and, accordingly, the associated costs have yet to be determined.

Environmental Matters - Norco

In October 2003, the company entered into a consent decree with Wyle Laboratories and the California Department of Toxic Substance Control (the "DTSC") in connection with the Norco site. In April 2005, a Remedial Investigation Work Plan was approved by DTSC that provided for site-wide characterization of known and potential environmental issues. Investigations performed in connection with this work plan and a series of subsequent technical memoranda continued until the filing of a final Remedial Investigation Report early in 2008. The development of a final Remedial Action Work Plan is ongoing. Approximately $30,000 was expended to date on project management, regulatory oversight, and investigative and feasibility study activities. The company currently estimates that the additional cost of project management and regulatory oversight will range from $200 to $300. Project management and regulatory oversight include costs incurred by Wyle Laboratories and project consultants for project management and costs billed by DTSC to provide regulatory oversight. Ongoing remedial investigations (including costs related to soil and groundwater investigations), and the preparation of a final remedial investigation report are projected to cost between $250 to $500.

Work is under way pertaining to the remediation of contaminated groundwater at certain areas on the Norco site and of soil gas in a limited area immediately adjacent to the site. In 2008, a hydraulic containment system was installed to capture and treat groundwater before it moves into the adjacent offsite area. Approximately $11,000 was expended on remediation to date, and it is anticipated that these activities, along with the initial phases of the treatment of contaminated groundwater in the offsite area and remaining Remedial Action Work Plan costs, will give rise to an additional estimated $12,500 to $24,250.

Despite the amount of work undertaken and planned to date, the company is unable to estimate any potential costs in addition to those discussed above because the complete scope of the work under the consent decree is not yet known, and, accordingly, the associated costs have yet to be determined.

Impact on Financial Statements

The company believes that any cost which it may incur in connection with environmental conditions at the Norco, Huntsville, and El Segundo sites and the related litigation is covered by the contractual indemnifications (except, under the terms of the environmental indemnification, for the first $450), discussed above. The company believes that the recovery of costs incurred to date associated with the environmental clean-up of the Norco and Huntsville sites, is probable. Accordingly, the company increased the receivable for amounts due from E.ON AG by $4,751 during 2011 to $48,954. The company's net costs for such indemnified matters may vary from period to period as estimates of recoveries are not always recognized in the same period as the accrual of estimated expenses.

As successor-in-interest to Wyle, the company is the beneficiary of various Wyle insurance policies that covered liabilities arising out of operations at Norco and Huntsville. Certain of the insurance carriers implicated in the Riverside County litigation have undertaken substantial portions of the defense of the company, and the company has recovered approximately $13,000 from them to date. However, the company has sued certain other umbrella liability policy carriers because they have yet to make payment on claims filed by the company. These disputes generally relate to the umbrella liability policy carriers' proportional share of the total liability as opposed to the applicability of coverage.

The company believes strongly in the merits of its positions regarding the E.ON AG indemnity and the liabilities of the insurance carriers.

Also included in the proceedings against E.ON AG is a claim for the reimbursement of pre-acquisition tax liabilities of Wyle in the amount of $8,729 for which E.ON AG is also contractually liable to indemnify the company. E.ON AG has specifically acknowledged owing the company not less than $6,335 of such amounts, but its promises to make payments of at least that amount were not kept. The company also believes that the recovery of these amounts is probable.

In connection with the acquisition of Wyle, the company acquired a $4,495 tax receivable due from E.ON AG (as successor to VEBA) in respect of certain tax payments made by Wyle prior to the effective date of the acquisition, the recovery of which the company also believes is probable.

The receivable for amounts due from E.ON AG for the previously mentioned tax and environmental matters and related litigation are included in "Other Assets" on the company's consolidated balance sheets. The company's basis for the conclusion that recovery of these amounts are probable is based upon its determination that it has appropriate legal rights to seek reimbursement under the indemnification agreement with E.ON AG, as well as the company's ability to seek reimbursement under the various Wyle insurance policies. The timing of the collection of these amounts is contingent upon resolution of the court-facilitated mediation or litigation with E.ON AG, the completion of settlement agreements with certain insurers, and the resolution of litigation currently pending with certain other insurance carriers. The resolution of these matters could likely take several years.

Other

From time to time, in the normal course of business, the company may become liable with respect to other pending and threatened litigation, environmental, regulatory, labor, product, and tax matters. While such matters are subject to inherent uncertainties, it is not currently anticipated that any such matters will materially impact the company's consolidated financial position, liquidity, or results of operations.

Acquisitions (Tables)

12 Months Ended
Dec. 31, 2011

2011 Acquisitions [Member]

Business Acquisition [Line Items]

Schedule of Business Acquisitions, by Acquisition [Text Block]

The following table summarizes the allocation of the net consideration paid to the fair value of the assets acquired and liabilities assumed for the Richardson RFPD and Nu Horizons acquisitions:

Accounts receivable, net	$ 194,312
Inventories	169,881
Property, plant and equipment	11,278
Other assets	6,965
Identifiable intangible assets	90,900
Cost in excess of net assets of companies acquired	31,951
Accounts payable	(98,967)
Accrued expenses	(18,900)
Other liabilities	(4,080)
Noncontrolling interest	(3,239)
Fair value of net assets acquired	380,101
Gain on bargain purchase	(1,088)
Cash consideration paid, net of cash acquired	$ 379,013

In connection with the Richardson RFPD and Nu Horizons acquisitions, the company allocated the following amounts to identifiable intangible assets:

	Weighted-Average Life	
Customer relationships	8 years	$ 35,400
Trade names	indefinite	49,000
Other intangible assets	(a)	6,500
Total identifiable intangible assets		$ 90,900

(a) Consists of non-competition agreements and sales backlog with useful lives ranging from one to three years.

Business Acquisition Results of Operations And Pro Forma Information [Text Block]

The following table summarizes the company's unaudited consolidated results of operations for 2011 and 2010, as well as the unaudited pro forma consolidated results of operations of the company, as though the Richardson RFPD, Nu Horizons, Pansystem, Cross, InScope, LWP, C1S, and Flection acquisitions occurred on January 1:

	For the Years Ended December 31,			
	2011		2010	
	As Reported	Pro Forma	As Reported	Pro Forma
Sales	$ 21,390,264	$21,573,260	$ 18,744,676	$20,082,596
Net income attributable to shareholders	598,810	603,243	479,630	497,415
Net income per share:				
Basic	$ 5.25	$ 5.29	$ 4.06	$ 4.22

Diluted	$ 5.17	$ 5.20	$ 4.01	$ 4.16

2010 Acquisitions [Member]

Business Acquisition [Line Items]

Schedule of Business Acquisitions, by Acquisition [Text Block]

The following table summarizes the allocation of the net consideration paid to the fair value of the assets acquired and liabilities assumed for the Intechra, Shared, and Converge acquisitions:

Accounts receivable, net	$ 91,001
Inventories	11,785
Property, plant and equipment	11,187
Other assets	8,615
Identifiable intangible assets	146,200
Cost in excess of net assets of companies acquired	342,446
Accounts payable	(38,961)
Accrued expenses	(46,328)
Other liabilities	(38,552)
Cash consideration paid, net of cash acquired	$ 487,393

In connection with the Intechra, Shared, and Converge acquisitions, the company allocated the following amounts to identifiable intangible assets:

	Weighted-Average Life	
Customer relationships	10 years	$ 59,800
Trade names	indefinite	78,000
Developed technology	10 years	1,700
Other intangible assets	(a)	6,700
Total identifiable intangible assets		$ 146,200

(a) Consists of non-competition agreements and sales backlog with useful lives ranging from one to two years.

Business Acquisition Results of Operations And Pro Forma Information [Text Block]

The following table summarizes the company's unaudited consolidated results of operations for 2010 and 2009, as well as the unaudited pro forma consolidated results of operations of the company, as though the Intechra, Shared, Converge, Verical, Sphinx, Transim, ETG, and Diasa acquisitions occurred on January 1:

	For the Years Ended December 31,			
	2010		2009	
	As Reported	Pro Forma	As Reported	Pro Forma
Sales	$ 18,744,676	$19,326,092	$ 14,684,101	$15,566,217
Net income attributable to shareholders	479,630	491,688	123,512	130,633
Net income per share:				
Basic	$ 4.06	$ 4.17	$ 1.03	$ 1.09
Diluted	$ 4.01	$ 4.11	$ 1.03	$ 1.08

2009 Acquisitions [Member]

Business Acquisition [Line Items]

Business Acquisition Results of Operations And Pro Forma Information [Text Block]

The following table summarizes the company's unaudited consolidated results of operations for 2009 as well as the unaudited pro forma consolidated results of operations of the company, as though the Petsche acquisition occurred on January 1, 2009:

	For the Year Ended December 31, 2009	
	As Reported	**Pro Forma**
Sales	$ 14,684,101	$14,867,421
Net income attributable to shareholders	123,512	133,568
Net income per share:		
Basic	$ 1.03	$ 1.11
Diluted	$ 1.03	$ 1.11

Debt - ST Debt (Details) (USD $) In Thousands, unless otherwise specified	Dec. 31, 2011	Dec. 31, 2010
Short-term Debt [Line Items]		
Short-term Borrowings	$ 33,843	$ 61,210
Short-term Debt, Weighted Average Interest Rate	3.60%	1.90%

Summary of Significant Accounting Policies Summary of Signicant Accounting Policies (Details) (USD $) In Thousands, unless otherwise specified	12 Months Ended		
	Dec. 31, 2011	Dec. 31, 2010	Dec. 31, 2009
Organization, Consolidation and Presentation of Financial Statements [Abstract]			
Shipping, Handling and Transportation Costs	$ 78,666	$ 61,423	$ 54,006
Amortization of stock-based compensation	$ 39,225	$ 34,613	$ 33,017

CONSOLIDATED STATEMENTS OF CASH FLOWS (USD $) In Thousands, unless otherwise specified	12 Months Ended		
	Dec. 31, 2011	Dec. 31, 2010	Dec. 31, 2009
Cash flows from operating activities:			
Consolidated net income	$ 599,316	$ 479,625	$ 123,505
Adjustments to reconcile consolidated net income to net cash provided by operations:			
Depreciation and amortization	103,482	77,352	67,027
Amortization of stock-based compensation	39,225	34,613	33,017
Equity in earnings of affiliated companies	(6,736)	(6,369)	(4,731)
Deferred income taxes	(11,377)	17,133	19,313
Restructuring, integration, and other charges	28,054	24,605	75,720
Settlement of legal matter	3,609	0	0
Non-cash impact of tax matters	0	(11,716)	0
Excess tax benefits from stock-based compensation arrangements	(7,956)	(1,922)	1,731
Other	700	3,302	5,541
Change in assets and liabilities, net of effects of acquired businesses:			
Accounts receivable	(193,492)	(805,637)	2,302
Inventories	105,150	(497,294)	286,626
Accounts payable	(465,603)	799,142	304,295
Accrued expenses	(74,236)	88,675	(92,587)
Other assets and liabilities	747	19,263	28,096
Net cash provided by operating activities	120,883	220,772	849,855
Cash flows from investing activities:			
Cash consideration paid for acquired businesses	(532,568)	(587,087)	(170,064)
Acquisition of property, plant and equipment	(113,941)	(112,254)	(121,516)
Proceeds from sale of properties	0	16,971	1,153
Other	0	0	(272)
Net cash used for investing activities	(646,509)	(682,370)	(290,699)
Cash flows from financing activities:			
Change in short-term and other borrowings	(6,172)	9,775	(48,144)
Proceeds from long-term bank borrowings, net	354,000	0	0
Repayments of bank term loan	(200,000)	0	0
Net proceeds from note offering	0	494,325	297,430
Repurchase/repayment of senior notes	(19,324)	(69,545)	(135,658)
Proceeds from exercise of stock options	46,665	8,057	4,234
Excess tax benefits from stock-based compensation arrangements	7,956	1,922	(1,731)
Repurchases of common stock	(197,044)	(173,650)	(2,478)
Net cash provided by (used for) financing activities	(13,919)	270,884	113,653
Effect of exchange rate changes on cash	10,111	(19,972)	12,926
Net increase (decrease) in cash and cash equivalents	(529,434)	(210,686)	685,735
Cash and cash equivalents at beginning of year	926,321	1,137,007	451,272

Cash and cash equivalents at end of year	$ 396,887	$ 926,321	$ 1,137,007

Investments in Affiliated Companies

12 Months Ended
Dec. 31, 2011

Equity Method Investments and Joint Ventures [Abstract]

Equity Method Investments Disclosure [Text Block]

Investments in Affiliated Companies

The company owns a 50% interest in several joint ventures with Marubun Corporation (collectively "Marubun/Arrow") and a 50% interest in Arrow Altech Holdings (Pty.) Ltd. ("Altech Industries"), a joint venture with Allied Technologies Limited. These investments are accounted for using the equity method.

The following table presents the company's investment in Marubun/Arrow and the company's investment and long-term note receivable in Altech Industries at December 31:

	2011	2010
Marubun/Arrow	$ 45,626	$ 41,971
Altech Industries	14,953	17,484
	$ 60,579	$ 59,455

The equity in earnings (loss) of affiliated companies for the years ended December 31 consists of the following:

	2011	2010	2009
Marubun/Arrow	$ 5,338	$ 5,185	$ 3,745
Altech Industries	1,398	1,184	1,004
Other	—	—	(18)
	$ 6,736	$ 6,369	$ 4,731

Under the terms of various joint venture agreements, the company is required to pay its pro-rata share of the third party debt of the joint ventures in the event that the joint ventures are unable to meet their obligations. At December 31, 2011, the company's pro-rata share of this debt was approximately $7,700. The company believes that there is sufficient equity in the joint ventures to meet their obligations.

Income Taxes - Unrecognized Tax Benefits Reconciliation (Details) (USD $) In Thousands, unless otherwise specified	12 Months Ended		
	Dec. 31, 2011	Dec. 31, 2010	Dec. 31, 2009
Income Tax Contingency [Line Items]			
Unrecognized Tax Benefits, Interest on Income Taxes Expense	$ 2,068	$ (1,599)	$ 4,678
Unrecognized Tax Benefits	63,498	66,110	68,833
Unrecognized Tax Benefits, Increases Resulting from Prior Period Tax Positions	10,850	14,067	
Unrecognized Tax Benefits, Decreases Resulting from Prior Period Tax Positions	(2,389)	(20,273)	
Unrecognized Tax Benefits, Increases Resulting from Current Period Tax Positions	7,602	5,835	
Unrecognized Tax Benefits, Decreases Resulting from Current Period Tax Positions	0	0	
Unrecognized Tax Benefits, Decreases Resulting from Settlements with Taxing Authorities	(12,879)	(65)	
Unrecognized Tax Benefits, Reductions Resulting from Lapse of Applicable Statute of Limitations	(5,796)	(2,287)	
Unrecognized Tax Benefits, Income Tax Penalties and Interest Accrued	$ 13,411	$ 12,348	

Employee Stock Plans - Summary of Non-Vested Shares (Details) (USD $) In Thousands, except Per Share data, unless otherwise specified	12 Months Ended		
	Dec. 31, 2011 Years	Dec. 31, 2010	Dec. 31, 2009
Disclosure of Compensation Related Costs, Share-based Payments [Abstract]			
Employee Service Share-based Compensation, Nonvested Awards, Total Compensation Cost Not yet Recognized	$ 39,294		
Share-based Compensation Arrangement by Share-based Payment Award, Equity Instruments Other than Options, Nonvested, Number	2,936,719	3,242,976	
Share-based Compensation Arrangement by Share-based Payment Award, Equity Instruments Other than Options, Nonvested, Weighted Average Grant Date Fair Value	$ 27.76	$ 22.07	
Share-based Compensation Arrangement by Share-based Payment Award, Equity Instruments Other than Options, Grants in Period	1,084,667		
Share-based Compensation Arrangement by Share-based Payment Award, Equity Instruments Other than Options, Grants in Period, Weighted Average Grant Date Fair Value	$ 36.42		
Share-based Compensation Arrangement by Share-based Payment Award, Equity Instruments Other than Options, Vested in Period	(1,245,952)		
Share-based Compensation Arrangement by Share-based Payment Award, Equity Instruments Other than Options, Vested in Period, Weighted Average Grant Date Fair Value	$ 20.47		
Share-based Compensation Arrangement by Share-based Payment Award, Equity Instruments Other than Options, Forfeited in Period	(144,972)		
Share-based Compensation Arrangement by Share-based Payment Award, Equity Instruments Other than Options, Forfeited in Period, Weighted Average Grant Date Fair Value	$ 27.87		
Employee Service Share-based Compensation, Nonvested Awards, Total Compensation Cost Not yet Recognized, Period for Recognition	2.1		
Share-based Compensation Arrangement by Share-based Payment Award, Equity Instruments Other than Options, Vested in Period, Total Fair Value	$ 48,055	$ 24,710	$ 8,809

Cost in Excess of Net Assets of Companies Acquired and Intangible Assets, net (Tables)	12 Months Ended
	Dec. 31, 2011

Goodwill and Intangible Assets Disclosure [Abstract]

Schedule of Goodwill [Text Block]

Cost in excess of net assets of companies acquired, allocated to the company's business segments, is as follows:

	Global Components	Global ECS	Total
December 31, 2009	$ 473,421	$ 452,875	$ 926,296
Acquisitions	197,465	221,781	419,246
Other (primarily foreign currency translation)	(15)	(9,176)	(9,191)
December 31, 2010	670,871	665,480	1,336,351
Acquisitions	94,837	50,685	145,522
Other (primarily foreign currency translation)	(1,756)	(6,784)	(8,540)
December 31, 2011	$ 763,952	$ 709,381	$1,473,333

Schedule of Definite and Indefinite Lived Intangible Assets [Table Text Block]

Intangible assets, net, are comprised of the following as of December 31, 2011:

	Weighted-Average Life	Gross Carrying Amount	Accumulated Amortization	Net
Trade names	indefinite	$ 179,000	$ —	$179,000
Customer relationships	11 years	267,729	(69,762)	197,967
Developed technology	6 years	11,029	(693)	10,336
Procurement agreement	5 years	12,000	(11,400)	600
Other intangible assets	(a)	14,573	(9,713)	4,860
		$ 484,331	$ (91,568)	$392,763

Intangible assets, net, are comprised of the following as of December 31, 2010:

	Weighted-Average Life	Gross Carrying Amount	Accumulated Amortization	Net
Trade names	indefinite	$ 130,000	$ —	$130,000
Customer relationships	12 years	217,294	(47,336)	169,958
Developed technology	10 years	1,700	(57)	1,643

Procurement agreement	5 years	12,000	(9,000)	3,000
Other intangible assets	(a)	8,099	(1,853)	6,246
		$ 369,093	$ (58,246)	$310,847

(a) Consists of non-competition agreements and sales backlog with useful lives ranging from one to three years.

Lease Comitments (Details) (USD $) In Thousands, unless otherwise specified	Dec. 31, 2011
Operating Leased Assets [Line Items]	
Operating Leases, Future Minimum Payments Due, Current	$ 61,749
Operating Leases, Future Minimum Payments, Due in Two Years	50,182
Operating Leases, Future Minimum Payments, Due in Three Years	32,312
Operating Leases, Future Minimum Payments, Due in Four Years	23,222
Operating Leases, Future Minimum Payments, Due in Five Years	15,468
Operating Leases, Future Minimum Payments, Due Thereafter	$ 26,555

Lease Comitments Lease Commitments (Tables)	12 Months Ended Dec. 31, 2011
Lease Commitments [Abstract]	
Schedule of Future Minimum Rental Payments for Operating Leases [Table Text Block]	Aggregate minimum rental commitments under all non-cancelable operating leases, exclusive of real estate taxes, insurance, and leases related to facilities closed as a result of the integration of acquired businesses and the restructuring of the company, are as follows:

2012	$ 61,749
2013	50,182
2014	32,312
2015	23,222
2016	15,468
Thereafter	26,555

Lease Comitments	12 Months Ended Dec. 31, 2011
Lease Commitments [Abstract]	
Operating Leases of Lessee Disclosure [Table Text Block]	**Lease Commitments**

Lease Commitments

The company leases certain office, distribution, and other property under non-cancelable operating leases expiring at various dates through 2023. Rental expense under non-cancelable operating leases, net of sublease income, amounted to $74,882, $60,286, and $57,612 in 2011, 2010, and 2009, respectively.

Aggregate minimum rental commitments under all non-cancelable operating leases, exclusive of real estate taxes, insurance, and leases related to facilities closed as a result of the integration of acquired businesses and the restructuring of the company, are as follows:

2012	$	61,749
2013		50,182
2014		32,312
2015		23,222
2016		15,468
Thereafter		26,555