

SECURITIES AND EXCHANGE COMMISSION

FORM 10-K405

Annual report pursuant to section 13 and 15(d), Regulation S-K Item 405

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FILER

KENT ELECTRONICS CORP

CIK: **793024** | IRS No.: **741763541** | State of Incorpor.: **TX** | Fiscal Year End: **0328**
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SIC: **5065** Electronic parts & equipment, nec

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

FORM 10-K

/x/ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES
EXCHANGE ACT OF 1934 For the Fiscal Year Ended April 1, 1995
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 0-14643

KENT ELECTRONICS CORPORATION
(Exact Name of Registrant as Specified in its Charter)

Texas 74-1763541
(State or other jurisdiction (I.R.S. employer
of incorporation or organization) identification no.)

7433 Harwin Drive 77036-2015
Houston, Texas (Zip Code)
(Address of principal executive offices)

Registrant's telephone number, including area code: (713) 780-7770
Securities registered pursuant to Section 12(b) of the Act:

Common Stock, without par value New York Stock Exchange, Inc.
(Title of each class) (Name of each exchange on
which registered)

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

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 X No .
--- ---

Indicate by check mark if disclosure of delinquent filers pursuant to
Item 405 of Regulation S-K is not contained herein, and will not be contained,
to the best of 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. /X/

The aggregate market value of the voting stock held by non-affiliates
of the Registrant as of May 9, 1995 was approximately \$280,564,096.

As of May 9, 1995 there were outstanding 9,804,743 shares of Common
Stock, without par value.

DOCUMENTS INCORPORATED BY REFERENCE

The Proxy Statement for the 1995 Annual Meeting of Shareholders of the
Registrant (Sections entitled "Common Stock Outstanding and Principal Holders
Thereof," "Proposal No. 1 - Election of Directors" and "Executive Officers") is
incorporated by reference in Part III of this Report.

PART I

ITEM 1. BUSINESS

GENERAL

Kent Electronics Corporation (the "Company") is a leading national
specialty distributor of electronic products and a manufacturer of custom-made

electronic assemblies. The Company, through its Kent Components Distribution division ("Components"), distributes electronic connectors, electronic wire and cable, and other passive and electromechanical products and interconnect assemblies used in assembling and manufacturing electronic equipment. The Company, through its wholly owned subsidiary K*TEC Electronics Corporation ("K*TEC"), also manufactures custom-made electronic interconnect assemblies, battery power packs and other sub-assemblies that are built to customers' specifications. Through Kent Datacomm ("Datacomm"), the Company offers a broad range of premise wiring products directly to commercial end-users and professionals who install and service voice and data communications networks, including local area networks (LANs).

The Company's customers are primarily industrial users and original equipment manufacturers, or "OEMs," served by the Company's 21 sales offices and distribution facilities in Texas, California, Minnesota and 14 other states, and by its manufacturing facilities in Houston and Dallas, Texas and the San Jose, California area. In 1987, the Company made its first substantial expansion out of Texas by entering the southern California market through the acquisition of Electro-Sonic Components ("Electro- Sonic"). In 1990, the Company's West Coast operations were further expanded with the purchase of Pyramid Electronics Supply, Inc. ("Pyramid"), thereby adding a manufacturing facility in the San Jose area and distribution facilities in California and Washington. In January 1992, the Company acquired Shelley-Ragon, Inc. ("Shelley-Ragon"), a privately-held specialty distributor of connectors, capacitors, resistors and electromechanical components based in St. Paul, Minnesota. The Company's OEM customers serve many industries, including the computer and data processing, telecommunications, medical instrumentation, aerospace systems and energy industries.

The Company has chosen not to participate in the semiconductor products and computer hardware segments of the electronics distribution industry. The market for the Company's products has historically remained more stable than that for semiconductors and computer hardware and has not been affected to the same degree by technological changes or price fluctuations. A majority of the products distributed by the Company are readily adaptable to various end-users in a wide range of industries.

The Company has concentrated its efforts on certain market niches and has not attempted to be a broad-line distributor. Moreover, it has followed a strategy of distributing the products of a relatively small group of leading suppliers. The Company believes that these factors provide its marketing personnel with the advantage of greater familiarity with the products they sell.

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Unless the context indicates otherwise, all references to the "Company" include Kent Electronics Corporation and all of its subsidiaries.

DISTRIBUTION

GENERAL. The principal focus of the Company's distribution business, conducted through its Components division, is to provide its industrial and OEM customers with rapid and reliable deliveries of specialty wiring and connector products and other electronic components and assembled parts as well as a wide variety of materials management services. The Company utilizes a computerized system of inventory control to assist in the marketing of its products and coordinate purchases from suppliers with sales to customers. The Company's computer system provides detailed on-line information regarding the availability of the Company's entire stock of inventory located at its stocking facilities and also on-line access to the inventories of most of the Company's major suppliers. Through the Company's integrated real-time information system, customers' orders can readily be tracked through the entire process of entering the order, reserving products to fill the order, ordering components from suppliers, if necessary, and shipping products to customers on scheduled dates. The Company is thus able to provide the type of distributor service required by its OEM customers that have adopted the "just-in-time" method of inventory procurement. The "just-in-time" method is utilized in an effort to operate more efficiently and profitably by relying on scheduled deliveries of such components at the time they are needed in the production process and thereby reducing inventories of components.

The principal products the Company distributes consist of connectors,

receptacles and sockets, which collectively accounted for approximately 19%, 20% and 20% of the Company's total sales in its fiscal years ended in 1995, 1994 and 1993, respectively, and other electronic connecting components, such as cable and wiring products, which accounted for approximately 8%, 8% and 9% of the Company's total sales in such years. In addition, the Company distributes capacitors, resistors and electromechanical parts.

As is customary in the electronic distribution industry, the Company has no long-term contracts with its suppliers, and instead operates under short-term contracts. In the Company's past experience, such contracts have typically been renewed from year to year. In the year ended April 1, 1995, the Company's purchases from AMP represented approximately 24% of its total purchases. Although the Company believes that it may be able to obtain competitive products of comparable quality from other suppliers, the loss of such supplier could have an adverse impact on the Company's operations.

AFTERMARKET OPERATIONS. Datacomm serves the voice and data communications after-market. Through a focused sales effort, Datacomm offers a broad range of premise wiring products to commercial end-users and professionals who install or service voice and data communications networks. Through such a marketing approach, the Company believes it is able to participate directly in the large and rapidly growing market for connection devices, reflecting the increasing use of microcomputers in LANs and the continued growth in networking and

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cabling needs of minicomputer and mainframe users. Datacomm can provide customers with immediate off-the-shelf delivery of voice and data communications wiring products. The Company, through Datacomm, is an authorized distributor of AMP, AT&T, Belden, Cabletron and other LAN systems. Datacomm serves numerous industries, including those in the manufacturing, airline, government, food, medical, media, financial and aerospace areas.

MANUFACTURING

K*TEC manufactures a wide variety of wiring harnesses, cable assemblies, other subassemblies and custom battery power packs, all of which are built to the specifications of individual customers. The Company has developed innovative material requirements planning (MRP) relationships with a select group of OEMs in the data processing, telecommunications, medical instrumentation and energy industries. These relationships are supported by sophisticated in-house product design and technical support capabilities. K*TEC support teams work closely with K*TEC's customers through all stages of product planning and production to apply the latest design and production technology. K*TEC's computer systems have a computer aided design capability that allows its engineers to be on-line with an OEMs engineer when developing and changing product designs.

K*TEC's quality control standards provide another means of serving the needs of the Company's just-in-time customers, since an important aspect of the just-in-time method is that OEMs rely on suppliers to assure quality control for subassemblies rather than providing such quality control themselves. The Company believes that K*TEC's adherence to strict quality control standards and investment in state-of-the-art production facilities and equipment have attracted and retained important customers who have established extremely rigid product quality standards.

Substantially all of the Company's manufacturing business is contract manufacturing. The contract manufacturing business is generally characterized by close working relationships with a relatively small number of customers. Sales of K*TEC's products represented approximately 38%, 34%, and 33% of the Company's total sales for the fiscal years ended in 1995, 1994 and 1993, respectively. The Company believes that its profit margins from sales of manufactured products is generally greater than its profit margin on sales of distributed products.

ACQUISITIONS

ACQUISITION OF SHELLEY-RAGON. In January 1992, the Company acquired Shelley-Ragon, a privately-held specialty distributor of connectors, capacitors, resistors and electromechanical components based in St. Paul, Minnesota, by merging Shelley-Ragon into the Company. Shelley-Ragon had sales of approximately \$46 million in its fiscal year ended November 2, 1991. Prior

to the acquisition by the Company, the Company assisted Shelley-Ragon in achieving improved operating profit. The operations of Shelley-Ragon have been fully integrated into the Company's operations.

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MARKETING

The Company's sales representatives undergo continuous training and attend classes in order to enhance both their technical expertise and sales techniques. Sales associates are compensated primarily on a commission basis. The Company uses direct mailings of brochures and catalogs as well as advertising in trade journals in the marketing of its products.

The Company's strategy has been to concentrate its efforts in certain market niches in which it only distributes the products of a relatively small number of leading suppliers. In addition, because sales personnel specialize within related product groupings, they are able to develop a high degree of technical expertise.

COMPETITION

The Company faces substantial competition from a large number of distributors, suppliers and manufacturers, some of which are larger, have greater financial resources, broader name recognition, and may, in some instances, have lower manufacturing costs than the Company.

The Company's manufacturing operations encounter competition from both domestically manufactured products and products manufactured outside the United States. Such foreign-manufactured products are often sold at prices below the Company's prices for comparable products. The Company's products are not protected from competition by virtue of any proprietary rights such as trade secrets or patents. The Company competes by providing its customers with reliable, rapid delivery of products that are priced at competitive levels and meet strict quality control standards.

BACKLOG

Based upon the Company's internal backlog tracking system, and including verbal orders from customers as well as written purchase orders, the Company believes its backlog was approximately \$39 million and \$29 million at April 1, 1995 and April 2, 1994, respectively. Backlog consists of orders the Company believes to be firm, a substantial portion of which are scheduled for shipment within three months. Customers are generally permitted to modify, reschedule or cancel their orders without penalty. Although historically the Company's backlog figures have provided an indication of sales in the short term, due to the nature of the Company's business, backlog may not be a reliable indicator of future sales.

EMPLOYEES

At April 1, 1995, the Company employed 957 persons, all on a full time basis. The Company's employees are not subject to any collective bargaining agreement. In addition to its employees, the Company uses other workers on a contract basis, as its needs require.

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TRADEMARKS

The Company has registered a number of trademarks and service marks relating to the operation of its business. These have been of value to the Company in the past and are expected to be of value in the future. The loss of a single trademark or service mark other than "KE Kent Electronics" or "K*TEC Electronics," in the opinion of management, would not have a material adverse effect on the conduct of its business.

ITEM 2. PROPERTIES

The Company's headquarters are located in a 66,000 square foot office facility in Houston, Texas, of which approximately 56,000 square feet are presently used by the Company. The Company also owns a 2.7 acre tract of vacant land adjacent to the office facility. In nearby office, sales, stocking and manufacturing facilities, the Company uses approximately 15,000 square feet of space for office purposes and approximately 156,000 square feet for warehousing and manufacturing operations. The Company owns a 10.8 acre tract of land adjoining these Houston facilities. The distribution and manufacturing facilities in Dallas, Texas are located in approximately 34,000 square feet of space and are subject to a lease expiring in May 1999. The Company has a lease expiring in April 1998 in the San Jose, California area covering approximately 40,000 square feet for manufacturing facilities. The Company's San Jose, California distribution facility contains approximately 13,000 square feet with a lease expiring in February 2000. The Company's St. Paul, Minnesota distribution facilities comprise approximately 22,000 square feet subject to a lease expiring in October 1997. At the end of fiscal 1995, the Company's other facilities, located in Austin, Texas; Fountain Valley, California; Seattle, Washington; Wallingford, Connecticut; Baltimore, Maryland; Rome, New York; Orlando, Florida; San Diego, California; Phoenix, Arizona; Denver, Colorado; Kansas City, Kansas; Cedar Rapids, Iowa; Huntsville, Alabama; Chicago, Illinois; Boston, Massachusetts; Portland, Oregon; and Pine Brook, New Jersey occupied an aggregate of approximately 87,000 square feet subject to leases expiring at various times through 1999. Most of the leases are subject to renewal at the option of the Company for a term at least equal to the initial term, but at a newly determined rental rate.

In March 1995, the Company purchased a 66 acre parcel of land and acquired a four-year option to purchase an adjacent 30 acres in Sugar Land, Texas. A 250,000 square foot manufacturing, warehouse and administrative facility is currently under construction at this site. The Company's facilities are adequate for its current operations. As the Company's operations expand, the Company expects to continue to expand its facilities.

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ITEM 3. LEGAL PROCEEDINGS

The Company is engaged in litigation occurring in the normal course of business. In the opinion of management, based upon advice of counsel, the ultimate outcome of these lawsuits will not have a material impact on the Company's consolidated financial statements.

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

None.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY AND RELATED SHAREHOLDER MATTERS

COMMON STOCK PRICE RANGE

The Company's Common Stock is listed on the New York Stock Exchange and trades under the symbol KNT. The following table presents the high and low closing prices for the Company's Common Stock for each fiscal quarter of the Company's fiscal years ended 1994 and 1995 and for a portion of the Company's current quarter, as reported by the New York Stock Exchange.

<TABLE>
<CAPTION>

	HIGH -----	LOW -----
<S>	<C>	<C>
FISCAL YEAR ENDED 1994		
First Quarter	\$18.17	\$13.92
Second Quarter	17.25	13.67
Third Quarter	19.09	17.17
Fourth Quarter	21.17	17.83
FISCAL YEAR ENDED 1995		
First Quarter	\$21.33	\$17.83
Second Quarter	24.33	20.33
Third Quarter	26.67	22.83

Fourth Quarter	30.75	25.84
FISCAL YEAR ENDED 1996		
First Quarter (through May 9)	\$30.38	\$28.13

On May 9, 1995, there were approximately 1,057 holders of record of the Company's Common Stock.

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DIVIDEND POLICY

Historically, the Company has reinvested earnings available to Common Stock in its business and, accordingly, has not paid any dividends on its Common Stock. On March 1, 1995, the Company's Common Stock was split three-for-two to shareholders of record on February 15, 1995, and was effected as a 50% stock dividend. Although the Company intends to continue to invest future earnings in its business, it may determine at some future date that payment of cash dividends on Common Stock would be desirable. The payment of any such dividends would depend, among other things, upon the earnings and financial condition of the Company.

ITEM 6. SELECTED FINANCIAL DATA

The following table summarizes selected consolidated financial data of the Company and should be read in conjunction with the "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the Consolidated Financial Statements included elsewhere herein.

<TABLE>

<CAPTION>

	Fiscal Year Ended				
	April 1, 1995	April 2, 1994	April 3, 1993	March 28, 1992	March 30, 1991
	(Dollars in thousands, except per share and percentage amounts)				
<S>	<C>	<C>	<C>	<C>	<C>
Operating Statement Data:					
Net sales	\$ 253,484	\$ 192,887	\$ 154,677	\$ 94,695	\$ 71,013
Gross profit	64,877	50,648	42,270	26,489	20,493
Earnings before income taxes . .	22,075	15,379	12,162	9,166	6,026
Income taxes	8,689	5,844	4,439	3,397	2,250
Net earnings	\$ 13,386	\$ 9,535	\$ 7,723	\$ 5,769	\$ 3,776
Net earnings as a percentage of net sales	5.3%	5.0%	5.0%	6.1%	5.3%
Earnings per share	\$ 1.32	\$.96	\$.80	\$.69	\$.63
Weighted average shares	10,138	9,881	9,675	8,420	6,002

</TABLE>

<TABLE>

<CAPTION>

	April 1, 1995	April 2, 1994	April 3, 1993	March 28, 1992	March 30, 1991
	(In thousands)				
<S>	<C>	<C>	<C>	<C>	<C>
Balance Sheet Data:					
Total assets	\$ 133,890	\$ 114,507	\$ 98,390	\$ 84,581	\$ 35,868
Long-term debt, less current maturities	--	--	--	--	733
Stockholders' equity	108,800	92,519	81,695	71,592	28,106

</TABLE>

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ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

RESULTS OF OPERATIONS

The following table presents, as a percentage of sales, certain selected consolidated financial data for each of the three years, as indicated.

<TABLE>

<CAPTION>

	Fiscal Year Ended		
	April 1, 1995	April 2, 1994	April 3, 1993
<S>	<C>	<C>	<C>
Manufacturing	38.0%	34.4%	33.2%
Distribution	62.0	65.6	66.8
Net sales	100.0	100.0	100.0
Cost of sales	74.4	73.7	72.7
Gross profit	25.6	26.3	27.3
Selling, general and administrative expenses . . .	17.3	18.7	19.9
Operating profit	8.3	7.6	7.4
Other income (expense)			
Interest expense	--	--	--
Other - net (principally interest and dividend income)	0.4	0.4	0.5
Earnings before income taxes	8.7	8.0	7.9
Income taxes	3.4	3.0	2.9
Net earnings	5.3%	5.0%	5.0%

</TABLE>

COMPARISON OF FISCAL YEAR 1995 WITH FISCAL YEAR 1994

Net sales for the fiscal year ending April 1, 1995, increased \$60,596,687, or 31.4%, compared to the prior year. The sales increase reflected internal growth, primarily from increased demand from existing customers and an expanded customer base.

Gross profit increased \$14,229,197, or 28.1%, when compared to the prior year. Gross profit as a percentage of sales decreased to 25.6% from 26.3% compared to the previous year. The decline in the gross profit percentage is primarily due to the highly competitive conditions in the electronics and personal computer industries, creating downward pressure on margins. The increase in gross profit was primarily due to increased sales, partially offset by a slight decline in the gross profit percentage.

Selling, general and administrative expenses increased \$7,904,923, or 22.0%, when compared to the preceding year. As a percentage of sales, expenses decreased to 17.3% from 18.7% when compared to the previous year. The decline reflects the Company's continued focus on cost containment to reduce expenses as a percentage of sales. The increase in expense was primarily due to the expenses necessary to support the growth of the Company's existing operations.

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Other-net consists principally of interest income generated by cash, cash equivalents and trading securities. The increase in interest income was due to the Company shifting a portion of available funds into a higher yielding taxable investment vehicle from a tax-exempt municipal money market fund and higher interest rates.

The Company's effective tax rate increased due to an increase in operating income and taxable interest income. The increase in operating income, along with the increase in taxable interest income, subjected the Company to a higher graduated federal income tax rate.

Net earnings increased \$3,851,048, or 40.4%, when compared to the

prior year. The improved profitability was primarily due to the incremental profit associated with the increase in sales volume.

COMPARISON OF FISCAL YEAR 1994 WITH FISCAL YEAR 1993

Net sales for the fiscal year ended April 2, 1994 increased \$38,210,145, or 24.7%, when compared to the fiscal year ending April 3, 1993. The sales increase was attributable to increased demand from existing customers and an expanding customer base.

Gross profit increased \$8,377,901, or 19.8% compared to the preceding year. Gross profit as a percentage of sales decreased to 26.3% from 27.3% in the previous year. The decline in gross profit percentage was primarily due to the highly competitive condition in the electronics and personal computer industries, creating a downward pressure on margins. The increase in gross profit was primarily due to increased sales, partially offset by a slight decline in the gross profit percentage.

Selling, general and administrative expenses increased \$5,206,121, or 16.9%, compared to the prior fiscal year. However, as a percentage of sales, expenses declined to 18.7% from 19.9% the preceding year. The decline as a percentage of sales reflected the Company's continued focus on cost containment. The increase in expense was primarily due to the expenses necessary to support the growth in the Company's existing operations.

Other-net consisted principally of interest income generated by cash, cash equivalents and short-term investments. The increase in interest and dividend income was primarily due to the Company shifting a greater portion of its available funds from a tax-exempt to a taxable investment vehicle which provided an increased yield. The increase in interest and dividend income was also due to an increase in funds available for investing.

The Company's effective tax rate increased in fiscal year 1994 due to an increase in federal income tax rates and a decline in the amount of tax-free interest income. The decrease in tax-free interest income made a greater portion of the Company's income subject to income taxes.

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Net earnings increased \$1,811,871, or 23.5%, when compared to the prior year. The additional profit from the increased sales was the primary factor in the improved profitability.

LIQUIDITY AND CAPITAL RESOURCES

Working capital at April 1, 1995 was \$66,318,424, an increase of \$10,431,615 from April 2, 1994.

Included in the Company's working capital at April 1, 1995 are investments of \$23,227,892. The Company's investment strategy is low risk and short-term, keeping the funds readily available to meet capital requirements as they arise in the normal course of business. The Company's primary investment vehicle is a managed fund consisting primarily of taxable, high quality corporate debt instruments and is compatible with the Company's stated investment strategy.

The Company intends to apply its capital resources to expand its business by establishing or acquiring similar distribution and manufacturing operations in geographic areas that are attractive to the Company, by acquiring new facilities and by enlarging or improving existing facilities. In addition to the capital required to purchase existing businesses or to fund start-up operations, the expansion of the Company's operations at both new and existing locations will require greater levels of capital to finance the purchase of additional equipment, increased levels of inventory and greater accounts receivable.

The Company is currently expanding its manufacturing capacity by building a new facility on a recently purchased 66-acre parcel of land in Sugar Land, Texas. Facility construction and equipment will require working capital resources of approximately \$13 million. Management believes that current resources, along with funds generated from operations, should be sufficient to meet its current capital requirements and those anticipated in the near future.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

Board of Directors and Stockholders
Kent Electronics Corporation

We have audited the consolidated balance sheets of Kent Electronics Corporation and Subsidiaries as of April 1, 1995 and April 2, 1994, and the related consolidated statements of earnings, cash flows and stockholders' equity for each of the three years in the period ended April 1, 1995. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audits 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 Kent Electronics Corporation and Subsidiaries as of April 1, 1995 and April 2, 1994, and the consolidated results of their operations and cash flows for each of the three years in the period ended April 1, 1995, in conformity with generally accepted accounting principles.

GRANT THORNTON LLP

Houston, Texas
May 8, 1995

KENT ELECTRONICS CORPORATION AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS
APRIL 1, 1995 AND APRIL 2, 1994

<TABLE>
<CAPTION>

ASSETS	1995 ----- <C>	1994 ----- <C>
CURRENT ASSETS		
Cash and cash equivalents (including temporary investments of \$6,395,425 in 1995 and \$9,826,122 in 1994)	\$ 4,434,457	\$ 11,382,179
Trading securities, net	16,832,467	--
Short-term investments, net	--	15,184,179
Accounts receivable, net	33,963,810	26,038,081
Inventories		
Materials and purchased products	30,080,372	19,985,035
Work in process	3,039,140	3,214,825
	-----	-----

Prepaid expenses and other	33,119,512	23,199,860
	2,778,348	2,070,197
	-----	-----
Total current assets	91,128,594	77,874,496
PROPERTY AND EQUIPMENT		
Land	7,089,838	2,558,983
Buildings	6,697,207	6,558,289
Equipment, furniture and fixtures	26,205,888	21,053,980
Leasehold improvements	1,362,806	1,254,485
	-----	-----
	41,355,739	31,425,737
Less accumulated depreciation and amortization	(13,620,455)	(10,284,224)
	-----	-----
	27,735,284	21,141,513
DEFERRED INCOME TAXES	838,000	1,270,000
OTHER ASSETS	1,022,244	689,339
COST IN EXCESS OF NET ASSETS ACQUIRED, less accumulated amortization of \$1,629,122 in 1995 and \$1,264,634 in 1994	13,166,859	13,531,347
	-----	-----
	\$ 133,890,981	\$ 114,506,695
	=====	=====
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES		
Accounts payable	\$ 15,479,278	\$ 16,389,611
Accrued compensation	4,579,595	2,521,902
Other accrued liabilities	3,057,149	2,020,416
Income taxes	1,694,148	1,055,758
	-----	-----
Total current liabilities	24,810,170	21,987,687
LONG-TERM LIABILITIES	281,205	--
COMMITMENTS	--	--
STOCKHOLDERS' EQUITY		
Preferred stock, \$1 par value; authorized 2,000,000 shares; none issued	--	--
Common stock, no par value; authorized 30,000,000 shares; issued and outstanding 9,804,743 shares in 1995 and 9,687,559 shares in 1994	34,742,597	32,702,560
Additional paid-in capital	25,213,946	24,359,507
Retained earnings	48,843,063	35,456,941
	-----	-----
	108,799,606	92,519,008
	-----	-----
	\$ 133,890,981	\$ 114,506,695
	=====	=====

</TABLE>

The accompanying notes are an integral part of these statements.

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KENT ELECTRONICS CORPORATION AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF EARNINGS
YEARS ENDED APRIL 1, 1995, APRIL 2, 1994, AND APRIL 3, 1993

<TABLE> <CAPTION>	1995	1994	1993
	-----	-----	-----
<S>	<C>	<C>	<C>
Net sales	\$ 253,483,742	\$ 192,887,055	\$ 154,676,910
Cost of sales	188,606,215	142,238,725	112,406,481
	-----	-----	-----
Gross profit	64,877,527	50,648,330	42,270,429
Selling, general and administrative expenses	43,917,091	36,012,168	30,806,047

Operating profit	20,960,436	14,636,162	11,464,382
Other income (expense)			
Interest expense	(18,000)	(15,000)	(15,000)
Other-net (principally interest and dividend income)	1,132,686	757,912	712,821
Earnings before income taxes	22,075,122	15,379,074	12,162,203
Income taxes	8,689,000	5,844,000	4,439,000
NET EARNINGS	\$ 13,386,122	\$ 9,535,074	\$ 7,723,203
Earnings per share	\$ 1.32	\$.96	\$.80
Weighted average shares	10,137,500	9,881,000	9,675,300

</TABLE>

The accompanying notes are an integral part of these statements.

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KENT ELECTRONICS CORPORATION AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY
YEARS ENDED APRIL 3, 1993, APRIL 2, 1994 AND APRIL 1, 1995

<TABLE>
<CAPTION>

	Common Stock		Additional Paid-in Capital	Retained Earnings
	Shares	Amount		
<S>	<C>	<C>	<C>	<C>
Balance at March 28, 1992	9,414,583	\$ 30,180,661	\$ 23,212,580	\$ 18,198,664
Common stock issued upon exercise of employee stock options, including tax effect	209,601	1,855,008	--	--
Amortization of unearned compensation related to stock option plans	--	--	524,473	--
Net earnings for the year	--	--	--	7,723,203
Balance at April 3, 1993	9,624,184	32,035,669	23,737,053	25,921,867
Common stock issued upon exercise of employee stock options, including tax effect	63,375	666,891	--	--
Amortization of unearned compensation related to stock option plans	--	--	622,454	--
Net earnings for the year	--	--	--	9,535,074
Balance at April 2, 1994	9,687,559	32,702,560	24,359,507	35,456,941
Common stock issued upon exercise of employee stock options, including tax effect	117,601	2,040,037	--	--
Common stock split fractional shares	(417)	--	(16,325)	--
Amortization of unearned compensation related to stock option plans	--	--	870,764	--
Net earnings for the year	--	--	--	13,386,122
Balance at April 1, 1995	9,804,743	\$ 34,742,597	\$ 25,213,946	\$ 48,843,063

</TABLE>

The accompanying notes are an integral part of this statement.

KENT ELECTRONICS CORPORATION AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS
YEARS ENDED APRIL 1, 1995, APRIL 2, 1994 AND APRIL 3, 1993

	1995	1994	1993
	-----	-----	-----
<S>	<C>	<C>	<C>
Cash flows from operating activities			
Net earnings	\$ 13,386,122	\$ 9,535,074	\$ 7,723,203
Adjustments to reconcile net earnings to net cash provided by operating activities			
Depreciation and amortization	3,806,652	3,202,761	2,833,955
Provision for losses on accounts receivable	163,171	334,691	224,165
(Gain) loss on sale of property, plant and equipment	(268)	6,688	74
Stock option expense	870,764	622,454	524,473
Provision for unrealized losses on trading securities	224,684	--	--
Provision for unrealized losses on short-term investments	--	77,300	--
Net purchases of trading securities	(1,872,972)	--	--
Change in assets and liabilities			
Increase in accounts receivable	(8,088,900)	(4,212,860)	(4,846,791)
Increase in inventories	(9,919,652)	(5,819,343)	(3,407,722)
Increase in prepaid expenses and other	(708,151)	(375,091)	(251,743)
(Increase) decrease in other assets	(421,951)	3,942	25,935
Decrease in deferred income taxes	432,000	812,000	488,228
Increase (decrease) in accounts payable	(910,333)	4,514,425	3,241,812
Increase (decrease) in accrued compensation	2,057,693	288,398	(348,604)
Increase (decrease) in other accrued liabilities	1,036,733	399,723	(121,368)
Increase in income taxes	638,390	89,495	682,122
Increase in long-term liabilities	281,205	--	--
Net cash provided by operating activities	975,187	9,479,657	6,767,739
Cash flows from investing activities			
Capital expenditures	(9,960,471)	(5,751,781)	(9,191,249)
Net purchases of short-term investments	--	(15,261,479)	--
Proceeds from sale of property and equipment	13,850	16,223	890
Additional Shelley-Ragon acquisition costs	--	--	(98,038)
Net cash used by investing activities	(9,946,621)	(20,997,037)	(9,288,397)
Cash flows from financing activities			
Issuance of common stock	1,526,037	365,167	1,112,132
Payment for fractional shares	(16,325)	--	--
Tax effect of common stock issued upon exercise of employee stock options	514,000	301,724	742,876
Net cash provided by financing activities	2,023,712	666,891	1,855,008
Net decrease in cash	(6,947,722)	(10,850,489)	(665,650)
Cash and cash equivalents at beginning of year	11,382,179	22,232,668	22,898,318
Cash and cash equivalents at end of year	\$ 4,434,457	\$ 11,382,179	\$ 22,232,668
Supplemental disclosures of cash flow information:			
Cash paid during the year for:			
Interest	\$ 18,000	\$ 15,000	\$ 15,000
Income taxes	\$ 7,713,610	\$ 4,813,667	\$ 1,062,118

</TABLE>

In 1993, additional Shelley-Ragon acquisition costs of \$98,038 were paid and non-cash adjustments of \$286,131, \$155,404, \$81,635 and \$31,110 were made to income taxes payable, inventory, property and equipment, and accrued liabilities, respectively.

The accompanying notes are an integral part of these statements.

KENT ELECTRONICS CORPORATION AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
YEARS ENDED APRIL 1, 1995, APRIL 2, 1994 AND APRIL 3, 1993

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The following is a summary of significant accounting policies:

Principles of Consolidation

Kent Electronics Corporation consolidates its accounts with those of its wholly-owned subsidiaries. All material intercompany transactions have been eliminated.

Fiscal Year

The Company's fiscal year ends on the Saturday closest to the end of March. The fiscal years ended April 1, 1995 and April 2, 1994 both consisted of 52 weeks. The fiscal year ended April 3, 1993 consisted of 53 weeks.

Cash and Cash Equivalents

The Company's presentation of cash includes cash equivalents. Cash equivalents are defined as short-term investments with maturity dates at purchase of ninety days or less.

Cash equivalents at April 1, 1995 and April 2, 1994 include approximately \$1,118,000 and \$3,874,000, respectively, invested in an institutional money market fund managed by a company holding approximately 4% of the Company's common stock.

Securities purchased under agreements to resell (reverse repurchase agreements) result from transactions that are collateralized by negotiable securities and are carried at the amounts at which the securities will subsequently be resold. It is the policy of the Company not to take possession of securities purchased under agreements to resell. At April 2, 1994, agreements to resell securities in the amount of \$3,552,000 with a four-day maturity were outstanding.

Trading Securities and Short-Term Investments

In 1995, the Company adopted Statement of Financial Accounting Standards (SFAS) No. 115, Accounting for Certain Investments in Debt and Equity Securities. This statement established standards of financial accounting and reporting for investments in equity securities that have a readily determinable fair value and for all investments in debt securities. The Company has classified all investment securities as trading securities which are measured at fair value in the financial statements with unrealized gains and losses included in earnings. Net

KENT ELECTRONICS CORPORATION AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

unrealized holding losses on trading securities of \$224,700 are included in net earnings for 1995 as indicated in the following table:

<TABLE>		
<S>		<C>
Net unrealized loss on trading securities at		
beginning of year	\$	77,300
Increase in unrealized loss included in		
earnings during year		224,700

</TABLE>

In 1994, under the Company's previous policy, short-term investments were carried at the lower of their aggregate cost or market.

Trading securities include an investment in an institutional mutual fund managed by a company holding approximately 4% of the Company's common stock and U.S. Treasury Notes maturing in December 1996.

Accounts Receivable

The Company's allowance for doubtful accounts was \$979,000 at April 1, 1995 and \$955,000 at April 2, 1994.

Inventories

Inventories are valued at the lower of cost (first-in, first-out) or market.

Property and Equipment

Property and equipment are stated at cost.

Depreciation and amortization are provided using the straight-line method over the estimated useful lives of the related assets.

Leasehold improvements are amortized over the life of the lease or the service life of the improvements, whichever is shorter.

KENT ELECTRONICS CORPORATION AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

Costs in Excess of Net Assets Acquired

Costs in excess of net assets acquired represents the excess of the purchase price over the value of net assets acquired for previous acquisitions, and is being amortized on a straight-line basis over 40 years. On an ongoing basis, management reviews the valuation and amortization of the cost in excess of net assets. As part of this review, the Company considers the current and future levels of net income generated by the related acquisition to determine that no impairment has occurred.

Reclassifications

Certain accounts in the fiscal 1994 and 1993 financial statements have been reclassified to conform with the fiscal 1995 presentation.

2. INCOME TAXES

The Company accounts for income taxes using the liability method. Under the liability method, deferred tax assets and liabilities are determined based on the difference between the financial statement and tax bases of assets and liabilities as measured by the enacted tax rates which will be in effect when these differences reverse. Deferred tax expense is the result of changes in deferred tax assets and liabilities.

The provision for income taxes consisted of the following:

<TABLE>

<CAPTION>

	FISCAL YEARS ENDED		
	1995	1994	1993
<S>	<C>	<C>	<C>
Currently payable	\$ 8,308,000	\$ 4,978,000	\$ 2,115,000

Tax reduction for exercise of stock options credited to stockholders' equity	514,000	302,000	743,000
Deferred	(133,000)	564,000	1,581,000
Total	\$ 8,689,000	\$ 5,844,000	\$ 4,439,000

</TABLE>

KENT ELECTRONICS CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

A reconciliation of income taxes computed at the statutory Federal income tax rate and income taxes reported in the consolidated statements of earnings follows:

<TABLE>
<CAPTION>

	FISCAL YEARS ENDED		
	1995	1994	1993
<S>	<C>	<C>	<C>
Tax at statutory rate	\$ 7,726,000	\$ 5,229,000	\$ 4,135,000
Increases (reductions)			
State income taxes, net of Federal tax effect	742,000	482,000	374,000
Tax free income	(47,000)	(119,000)	(206,000)
Other - net	268,000	252,000	136,000
Income taxes as reported	\$ 8,689,000	\$ 5,844,000	\$ 4,439,000

</TABLE>

Deferred tax assets and liabilities at April 1, 1995 and April 2, 1994 consist of the following:

<TABLE>
<CAPTION>

	1995	1994
<S>	<C>	<C>
CURRENT DEFERRED ASSET		
Allowance for doubtful accounts	\$ 392,000	\$ 347,000
Capitalization of additional inventory costs.	672,000	347,000
Accrued expenses not currently deductible, net of reversals	320,000	179,000
Net operating losses	330,000	330,000
Other	157,000	59,000
	\$ 1,871,000	\$ 1,262,000

</TABLE>

KENT ELECTRONICS CORPORATION AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

<TABLE>

<CAPTION>

	1995	1994
	-----	-----
<S>	<C>	<C>
LONG-TERM DEFERRED ASSET		
Depreciation	\$ (1,763,000)	\$ (1,264,000)
Fixed asset bases difference	697,000	670,000
Deductible acquisition costs	(48,000)	(50,000)
Stock compensation	861,000	494,000
Net operating losses	1,091,000	1,420,000
	-----	-----
	\$ 838,000	\$ 1,270,000
	=====	=====

</TABLE>

Acquired net operating losses are approximately \$4,058,000 at April 1, 1995, expire in various amounts through 2003, and are subject to annual usage limitations.

3. COMMITMENTS

The Company conducts a portion of its operations in leased office, warehouse, and manufacturing facilities and leases transportation equipment. Rent expense for 1995, 1994 and 1993 was approximately \$1,695,000, \$1,472,000 and \$1,565,000, respectively.

The following is a schedule by years of minimum future rentals as of April 1, 1995:

<TABLE>

<CAPTION>

Fiscal years ending in	Amount
-----	-----
<S>	<C>
1996	\$ 1,543,000
1997	1,231,000
1998	936,000
1999	476,000
2000	184,000
Thereafter	3,000

Total minimum future rentals	\$ 4,373,000
	=====

</TABLE>

The Company has instituted a self-insurance program for employees' major medical coverages. Claims under the self-insurance program are insured for amounts greater than \$50,000 per employee. The aggregate annual amount self-insured varies based on participant

KENT ELECTRONICS CORPORATION AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

levels and was limited to approximately \$2,000,000 as of April 1, 1995. Claims are accrued as incurred and the total expense under the program was approximately \$2,121,000, \$1,258,000 and \$1,051,000 in 1995, 1994 and 1993, respectively.

The Company is engaged in litigation occurring in the normal course of business. In the opinion of management, based upon advice of counsel, the ultimate outcome of these lawsuits will not have a material impact on the Company's consolidated financial statements.

4. SALES TO MAJOR CUSTOMERS

Sales to two customers represented 11.2% and 10.3% of net sales in 1995. No customer constituted 10% of net sales in 1994 or 1993.

5. STOCKHOLDERS' EQUITY

Fair Price Provision

The Company has adopted a fair price provision relating to certain business combinations. The fair price provision provides that, except in certain circumstances, a business combination between the Company and an interested shareholder must be approved by the affirmative vote of the holders of 80% of the outstanding voting stock, unless certain pricing and procedural requirements regarding the business combination are satisfied.

Stockholder Rights Plan

The Company has adopted a stockholder rights plan, declaring a distribution of one equity purchase right on each outstanding share of the Company's common stock. Upon the occurrence of certain events, each right would entitle the holder to purchase, at a price of \$26.67, one one-hundredth of a share of the Company's Series A Preferred Stock. Additionally, under certain circumstances, the holder of rights may be entitled to purchase either the Company's common stock or securities of an acquiring entity at half of market value.

KENT ELECTRONICS CORPORATION AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

Stock Split

The Company's Common Stock was split three-for-two to stockholders of record on February 15, 1995, and was effected as a 50% stock dividend. All issued and outstanding shares, stock option data and earnings per share amounts in the consolidated financial statements have been restated to give effect to the stock split.

6. BENEFIT PLANS

Stock Options

At April 1, 1995, the Company had non-qualified stock option plans which allow for the grant of 2,887,500 common shares for options, of which 1,079,879 are available for future grants. Options granted under the plans have a maximum term of 15 years and are exercisable under the terms of the respective option agreements. Under some plans, options may be granted with exercise prices of less than the stock's market value at the date of grant.

<TABLE>
<CAPTION>

	Number of shares under option	Option price range per share
	-----	-----
<S>	<C>	<C>
Outstanding at March 28, 1992	663,450	\$ 3.75 - \$14.50
Granted	188,625	6.92 - 17.59
Exercised	(209,601)	3.75 - 10.67
Lapsed/forfeited	(12,000)	7.33 - 11.33
	-----	-----

Outstanding at April 3, 1993	630,474	4.00 - 17.59
Granted	614,250	7.17 - 19.25
Exercised	(63,375)	4.00 - 14.50
Lapsed/forfeited	(23,300)	4.09 - 17.17
	-----	-----
Outstanding at April 2, 1994	1,158,049	4.67 - 19.25
Granted	71,625	18.25 - 27.75
Exercised	(117,601)	4.67 - 17.59
Lapsed/forfeited	(21,751)	13.92 - 13.92
	-----	-----
Outstanding at April 1, 1995	1,090,322	\$ 6.87 - \$27.75
	=====	=====

</TABLE>

At April 1, 1995, options representing 179,072 shares were exercisable.

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KENT ELECTRONICS CORPORATION AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

Tax-Deferred Savings and Retirement Plan and Trust

The Company sponsors a Tax-Deferred Savings and Retirement Plan (the Plan) covering substantially all employees. Under the Plan, a participating employee may allocate up to 12% of salary, and the Company makes matching contributions of up to 3% thereof. Additionally, the Company may elect to make additional contributions at its option. Such contributions accrue to employee accounts regardless of whether they have elected to participate in the salary deferral option of the Plan. The Company contributed approximately \$639,000, \$514,000 and \$469,000 to the Plan in fiscal years ended April 1, 1995, April 2, 1994 and April 3, 1993, respectively.

The Company has a deferred compensation plan for a select group of management or highly compensated employees of the Company. Each year a participant may elect to defer from 3% to 25% of their compensation. The Company will match the participant compensation amount, limited to 50% of the first 6% of compensation deferred. Participants become vested in the Company matching contributions at the rate of 10% per plan year or vest fully at age 60. At April 1, 1995, the Company has accrued \$281,000 for participant and Company contributions and is recorded as long-term liabilities on the Balance Sheet.

In fiscal 1995, the Company adopted a spousal salary continuation plan. In the event of the death of the Chief Executive Officer (CEO), the plan provides for the payment of 60% of the CEO's monthly base salary for 180 consecutive months to a designated beneficiary. The Company has purchased life insurance with the intent to fund this obligation.

7. EARNINGS PER SHARE

Earnings per share are based upon the weighted average number of common shares outstanding during each year. Options are included in periods where they have a dilutive effect.

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KENT ELECTRONICS CORPORATION AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

8. QUARTERLY FINANCIAL DATA (UNAUDITED)

The following is a summary of unaudited quarterly financial data for fiscal years 1995, 1994 and 1993:

<TABLE>
<CAPTION>

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
	(In thousands, except per share amounts)			
<S>	<C>	<C>	<C>	<C>
Year ended April 1, 1995				
Net sales	\$ 56,527	\$ 60,335	\$ 64,462	\$ 72,160
Gross profit	14,524	15,440	16,480	18,433
Net earnings	2,831	3,215	3,466	3,874
Earnings per share28	.32	.34	.38
Year ended April 2, 1994				
Net sales	\$ 43,245	\$ 46,914	\$ 49,238	\$ 53,490
Gross profit	11,532	12,434	12,935	13,747
Net earnings	2,073	2,293	2,509	2,660
Earnings per share21	.23	.25	.27
Year ended April 3, 1993				
Net sales	\$ 34,524	\$ 37,011	\$ 39,216	\$ 43,926
Gross profit	9,485	10,134	10,756	11,895
Net earnings	1,846	1,907	1,937	2,033
Earnings per share19	.20	.20	.21

</TABLE>

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ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

PART III

In accordance with paragraph (3) of General Instruction G to Form 10-K, Part III of this Report is omitted because the Registrant has filed with the Securities and Exchange Commission, not later than 120 days after April 1, 1995, a definitive proxy statement pursuant to Regulation 14A involving the election of directors. Reference is made to the sections of such proxy statement entitled "Common Stock Outstanding and Principal Holders Thereof," "Proposal No. 1 -- Election of Directors" and "Executive Officers," which sections of such proxy statement are incorporated herein.

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PART IV

ITEM 14. EXHIBITS, FINANCIAL STATEMENT SCHEDULES AND REPORTS ON FORM 8-K

(a) 1. FINANCIAL STATEMENTS:

<TABLE>
<CAPTION>

	PAGE
<S>	<C>
Report of Independent Certified Public Accountants	12
Consolidated balance sheets at April 1, 1995 and April 2, 1994	13
Consolidated statements of earnings for the years ended April 1, 1995, April 2, 1994 and April 3, 1993	14

Consolidated statement of stockholders' equity for the years ended April 3, 1993, April 2, 1994 and April 1, 1995	15
Consolidated statements of cash flows for the years ended April 1, 1995, April 2, 1994 and April 3, 1993	16
Notes to consolidated financial statements	17

</TABLE>

2. FINANCIAL STATEMENT SCHEDULE:

Schedule II--Allowance for Doubtful Receivables for the years
ended April 3, 1993, April 2, 1994 and April 1, 1995

3. EXHIBITS:

- 3.1* -- Articles of Incorporation of Kent Electronics Corporation, including amendments thereto filed through July 2, 1987. Incorporated by reference to Exhibit 3.1 to the Company's Annual Report on Form 10-K for the Fiscal Year Ended April 2, 1988.
- 3.2* -- Articles of Amendment to Articles of Incorporation of Kent Electronics Corporation. Incorporated by reference to Exhibit 3.2 to the Company's Registration Statement on Form S-1 (Registration No. 33-24018) filed with the Securities and Exchange Commission ("SEC") on August 26, 1988.
- 3.3* -- Certificate of Designation, Preferences and Rights of Series A Preferred Stock. Incorporated by reference to Exhibit 3.3 to the Company's Annual Report on Form 10-K for the Fiscal Year Ended March 30, 1991 (the "1991 Form 10-K").

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- 3.4* -- Articles of Amendment to Articles of Incorporation of Kent Electronics Corporation. Incorporated by reference to Exhibit 3.4 to 1991 Form 10-K.
- 3.5* -- Bylaws of Kent Electronics Corporation. Incorporated by reference to Exhibit 3.4 to the Company's Registration Statement on Form S-1 (Registration No. 33-5371) filed with the SEC on May 2, 1986.
- 3.6* -- Amendments to Bylaws of Kent Electronics Corporation. Incorporated by reference to Exhibit 3.4 to the Company's Annual Report on Form 10-K for the Fiscal Year Ended March 31, 1990.
- 3.7* -- Amendments to Bylaws of Kent Electronics Corporation. Incorporated by reference to Exhibit 3.7 to 1991 Form 10-K.
- 3.8* -- Amendments to Bylaws of Kent Electronics Corporation. Incorporated by reference to Exhibit 3.8 to the Company's Annual Report on Form 10-K for the Fiscal Year Ended March 28, 1992 (the "1992 Form 10-K").
- 4.1* -- Specimen stock certificate for the Common Stock of Kent Electronics Corporation. Incorporated by reference to Exhibit 4.1 to the Company's Registration Statement on Form S-2 (Registration No. 33-40066) filed with the SEC on April 19, 1991 (the "1991 Registration Statement").
- 4.2* -- Rights Agreement dated as of May 14, 1990 between Kent Electronics Corporation and Ameritrust Company National Association. Incorporated by reference to Exhibit 4 to the Company's Current Report on Form 8-K dated May 14, 1990.
- 4.3* -- First Amendment to Rights Agreement dated as of May 14, 1990 between Kent Electronics Corporation and

- 10.1* -- Chief Executive Stock Option Plan and Agreement between Kent Electronics Corporation and Morrie K. Abramson dated July 24, 1991. Incorporated by reference to Exhibit 10.1 to 1992 Form 10-K.(1)
- 10.2* -- Amendment to Chief Executive Stock Option Plan between Kent Electronics Corporation and Morrie K. Abramson dated June 26, 1992. Incorporated by reference to Exhibit 10.2 to the Company's Annual Report on Form 10-K for the Fiscal Year Ended April 3, 1993 (the "1993 Form 10-K").(1)

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- 10.3* -- Chief Operating Officer Stock Option Plan and Agreement between Kent Electronics Corporation and James F. Corporry dated May 15, 1992. Incorporated by reference to Exhibit 10.3 to 1993 Form 10-K.(1)
- 10.4 -- Amendment to Chief Executive Officer Stock Option Plan and Agreement between Kent Electronics Corporation and Morrie K. Abramson dated June 30, 1994.(1)
- 10.5 -- Amendment to Chief Operating Officer Stock Option Plan and Agreement between Kent Electronics Corporation and James F. Corporry dated June 30, 1994.(1)
- 10.6* -- K*TEC President Stock Option Plan and Agreement between Kent Electronics Corporation and Randy J. Corporry dated May 1, 1993. Incorporated by reference to Exhibit 10.4 to 1993 Form 10-K.(1)
- 10.7* -- K*TEC General Manager Stock Option Plan and Agreement between Kent Electronics Corporation and Rodney J. Corporry dated May 1, 1993. Incorporated by referenced to Exhibit 10.5 to 1993 Form 10-K.(1)
- 10.8* -- 1991 Non-Employee Director Stock Option Plan, as amended. Incorporated by reference to Exhibit 10.2 to 1992 Form 10-K.(1)
- 10.9* -- Amended and Restated 1987 Stock Option Plan. Incorporated by reference to Exhibit 10.3 to 1992 Form 10- K.(1)
- 10.10* -- Amendments of Amended and Restated 1987 Stock Option Plan. Incorporated by reference to Exhibit 10.8 to 1993 Form 10-K.(1)
- 10.11 -- Kent Electronics Corporation Stock Option Plan and Agreement for the Company's Executive Vice President Sales-Distribution between Kent Electronics Corporation and Larry D. Olson dated May 8, 1995.(1)
- 10.12 -- Kent Electronics Corporation Stock Option Plan and Agreement for the Company's Executive Vice President Operations-Distribution between Kent Electronics Corporation and Mark A. Zerbe dated May 8, 1995.(1)
- 10.13 -- Kent Electronics Corporation Stock Option Plan and Agreement for the Company's Vice President, Secretary and Treasurer between Kent Electronics Corporation and Stephen J. Chapko dated May 8, 1995.(1)
- 10.14* -- Kent Electronics Corporation Tax-Deferred Savings and Retirement Plan and Trust. Incorporated by reference to Exhibit 4 to the Company's Registration Statement on Form S-8 (Registration No. 33-18527) filed with

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- 10.15 -- Kent Electronics Corporation Deferred Compensation Plan dated July 28, 1994.(1)
- 10.16 -- Trust Agreement for Kent Electronics Corporation Deferred Compensation Plan dated July 28, 1994.(1)
- 10.17* -- Contracts between Kent Electronics Corporation and AMP Products Corporation effective as of July 22, 1988 and July 31, 1986, respectively, and addendums thereto. Incorporated by reference to Exhibit 10.5 to the Company's Annual Report on Form 10-K for the Fiscal Year Ended April 1, 1989.
- 10.18* -- Executive Agreements by and between Kent Electronics Corporation and each of Messrs. Morrie K. Abramson, James F. Corporron and Clarence J. Metzger. Incorporated by reference to Exhibit 10.14 to Amendment No. 1 to the 1987 Registration Statement.(1)
- 10.19* -- Form of Amendment to Executive Agreements by and between Kent Electronics Corporation and each of Messrs. Morrie K. Abramson, James F. Corporron and Clarence J. Metzger dated March 16, 1993. Incorporated by reference to Exhibit 10.20 to 1993 Form 10-K.(1)
- 10.20* -- Form of Agreement by and between Kent Electronics Corporation and each of Messrs. Morrie K. Abramson, James F. Corporron and Clarence J. Metzger dated March 16, 1993. Incorporated by reference to Exhibit 10.21 to 1993 Form 10-K.(1)
- 10.21* -- Form of Executive Health Care Benefits and Consulting Agreement by and between Kent Electronics Corporation and each of Messrs. Morrie K. Abramson, James F. Corporron and Clarence J. Metzger dated January 27, 1993. Incorporated by reference to Exhibit 10.22 to 1993 Form 10-K.(1)
- 10.22 -- Spousal Salary Continuation Plan between Kent Electronics Corporation and Morrie K. Abramson dated October 10, 1994.
- 10.23 -- Special Warranty Deed from Sugarland Properties Incorporated to Kent Electronics Corporation dated March 7, 1995 for 51 acres of land.
- 10.24 -- Special Warranty Deed from Sugarland Properties Incorporated to Kent Electronics Corporation dated March 7, 1995 for 15 acres of land.
- 10.25 -- Development and Construction Management Agreement by and between Sugarland Properties Incorporated and Kent Electronics Corporation dated April 21, 1995.

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- 10.26 -- Irrevocable Standby Letter of Credit with Texas Commerce Bank National Association dated May 2, 1995.
- 10.27 -- Employment Agreement dated April 3, 1995 by and between Kent Electronics Corporation and James F. Corporron.(1)
- 11 -- Computation of earnings per share.

21	--	Subsidiaries of Kent Electronics Corporation.
23.1	--	Consent of Independent Certified Public Accountants.
27	--	Financial Data Schedule

* Incorporated by reference.
(1) Management contract or compensatory plan or agreement

(b) REPORTS ON FORM 8-K:

1. Current Report on Form 8-K dated March 13, 1995, reporting the acquisition of land for expansion.

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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 of the undersigned, thereunto duly authorized.

KENT ELECTRONICS CORPORATION
(Registrant)

By: /s/ Morrie K. Abramson

Morrie K. Abramson
Chairman of the Board, Chief
Executive Officer and President
(Principal Executive Officer)

Date: June 13, 1995

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Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, this report has been signed by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

<TABLE>

<CAPTION>

Signature -----	Title -----	Date ----
<S> /s/ Morrie K. Abramson ----- Morrie K. Abramson	<C> Chairman of the Board, Chief Executive Officer, President and Director (Principal Executive Officer)	<C> June 13, 1995
/s/ Stephen J. Chapko ----- Stephen J. Chapko	Vice President, Treasurer and Secretary (Principal Financial Officer and Principal Accounting Officer)	June 13, 1995
/s/ Max S. Levit ----- Max S. Levit	Director	June 13, 1995
/s/ David Siegel ----- David Siegel	Director	June 13, 1995
/s/ Richard C. Webb ----- Richard C. Webb	Director	June 13, 1995

Alvin L. Zimmerman

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REPORT OF INDEPENDENT CERTIFIED
PUBLIC ACCOUNTANTS ON SCHEDULE

Board of Directors and Stockholders
Kent Electronics Corporation

In connection with our audit of the consolidated financial statements of Kent Electronics Corporation and Subsidiaries for the year ended April 1, 1995, we have also audited Schedule II for each of the three years in the period ended April 1, 1995. In our opinion, this consolidated schedule presents fairly, in all material respects, the information required to be set forth therein.

GRANT THORNTON LLP

Houston, Texas
May 8, 1995

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SCHEDULE II

VALUATION AND QUALIFYING ACCOUNTS
YEARS ENDED APRIL 3, 1993, APRIL 2, 1994 AND APRIL 1, 1995

ALLOWANCE FOR DOUBTFUL RECEIVABLES

<TABLE>

<CAPTION>

Column A Description	Column B Balance at beginning of period	Column C Additions		Column D Deductions Amounts written-off	Column E Balance at end of period
		(1) Charged to costs and expenses	(2) Charged to other accounts recoveries		
		<C>	<C>		
<S> Year ended April 3, 1993 . .	<C> \$ 679,717	<C> \$ 224,165	<C> \$ 14,735	<C> \$ 119,933	<C> \$ 798,684
Year ended April 2, 1994 . .	798,684	334,691	16,199	194,836	954,738
Year ended April 1, 1995 . .	954,738	163,171	0	139,024	978,885

</TABLE>

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EXHIBIT INDEX

<TABLE>
<CAPTION>

EXHIBIT NO. -----	ITEM -----	SEQUENTIALLY NUMBERED PAGES -----
<S>	<C>	<C>
10.4	Amendment to Chief Executive Officer Stock Option Plan and Agreement between Kent Electronics Corporation and Morrie K. Abramson dated June 30, 1994	
10.5	Amendment to Chief Operating Officer Stock Option Plan and Agreement between Kent Electronics Corporation and James F. Corpbron dated June 30, 1994.	
10.11	Kent Electronics Corporation Stock Option Plan and Agreement for the Company's Executive Vice President Sales-Distribution between Kent Electronics Corporation and Larry D. Olson dated May 8, 1995	
10.12	Kent Electronics Corporation Stock Option Plan and Agreement for the Company's Executive Vice President Operation-Distribution between Kent Electronics Corporation and Mark A. Zerbe dated May 8, 1995	
10.13	Kent Electronics Corporation Stock Option Plan and Agreement for the Company's Vice President, Secretary and Treasurer between Kent Electronics Corporation and Stephen J. Chapko dated May 8, 1995	
10.15	Kent Electronics Corporation Deferred Compensation Plan dated July 28, 1994	
10.16	Trust Agreement for Kent Electronics Corporation Deferred Compensation Plan dated July 28, 1994	
10.22	Spousal Salary Continuation Plan between Kent Electronics Corporation and Morrie K. Abramson dated October 10, 1994.	
10.23	Special Warranty Deed from Sugarland Properties Incorporated to Kent Electronics Corporation dated March 7, 1995 for 51 acres of land	
10.24	Special Warranty Deed from Sugarland Properties Incorporated to Kent Electronics Corporation dated March 7, 1995 for 15 acres of land	
10.25	Development and Construction Management Agreement by and between Sugarland Properties Incorporated and Kent Electronics Corporation dated April 21, 1995	
10.26	Irrevocable Standby Letter of Credit with Texas Commerce Bank National Association dated May 2, 1995	

</TABLE>

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<TABLE>

<S>	<C>
10.27	Employment Agreement dated April 3, 1995 by and between Kent Electronics Corporation and James F. Corpbron
11	Computation of earnings per share.
21	Subsidiaries of Kent Electronics Corporation.
23.1	Consent of Independent Certified Public Accountants.
27	Financial Data Schedule

</TABLE>

AMENDMENT TO CHIEF EXECUTIVE OFFICER
STOCK OPTION PLAN AND AGREEMENT

This Amendment to Chief Executive Officer Stock Option Plan and Agreement (the "Plan"), is effective as of the 30th day of June, 1994 (the "Effective Date"), between Kent Electronics Corporation, a Texas corporation (the "Company"), and Morrie K. Abramson (the "Optionee").

WHEREAS, the Company adopted the Plan effective July 24, 1991; and

WHEREAS, on May 10, 1994, the Compensation Committee of the Board of Directors approved certain amendments to the Plan and such amendments were approved and adopted by the shareholders of the Company on June 30, 1994;

NOW, THEREFORE, for and in consideration of the premises herein, this Amendment to the Plan further evidences the amendment of the Plan as follows:

- 1. Amendment of the Plan. The Plan is hereby amended as set forth on Exhibit A hereto.
- 2. Full Force and Effect. The Plan, as amended by the Amendment set forth herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the Company has caused this Amendment to the Plan to be signed on its behalf by the undersigned, thereunto duly authorized.

KENT ELECTRONICS CORPORATION

By: /s/ James F. Corporryn

James F. Corporryn
President

ACCEPTED AND AGREED TO
AS OF THE EFFECTIVE DATE:

Optionee:

/s/ Morrie K. Abramson

Morrie K. Abramson

EXHIBIT A

AMENDMENT TO CHIEF EXECUTIVE OFFICER STOCK OPTION PLAN
AND AGREEMENT, AS AMENDED

The first sentence of Section 3 shall be deleted and the following sentence shall be added in lieu thereof:

"Except as otherwise provided herein, this Option may be exercised as to 190,000 shares on and after May 1, 1996."

AMENDMENT TO CHIEF OPERATING OFFICER
STOCK OPTION PLAN AND AGREEMENT

This Amendment to Chief Operating Officer Stock Option Plan and Agreement (the "Plan"), is effective as of the 30th day of June, 1994 (the "Effective Date"), between Kent Electronics Corporation, a Texas corporation (the "Company"), and James F. Corporryn (the "Optionee").

WHEREAS, the Company adopted the Plan effective May 15, 1992; and

WHEREAS, on May 10, 1994, the Compensation Committee of the Board of Directors approved certain amendments to the Plan and such amendments were approved and adopted by the shareholders of the Company on June 30, 1994;

NOW, THEREFORE, for and in consideration of the premises herein, this Amendment to the Plan further evidences the amendment of the Plan as follows:

- 1. Amendment of the Plan. The Plan is hereby amended as set forth on Exhibit A hereto.
- 2. Full Force and Effect. The Plan, as amended by the Amendment set forth herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the Company has caused this Amendment to the Plan to be signed on its behalf by the undersigned, thereunto duly authorized.

KENT ELECTRONICS CORPORATION

By: /s/ Morrie K. Abramson

Morrie K. Abramson
Chief Executive Officer

ACCEPTED AND AGREED TO
AS OF THE EFFECTIVE DATE:

Optionee:

/s/ James F. Corporryn

James F. Corporryn

EXHIBIT A

AMENDMENT TO CHIEF OPERATING OFFICER STOCK OPTION PLAN
AND AGREEMENT

The first sentence of Section 3 shall be deleted and the following sentence shall be added in lieu thereof:

"Except as otherwise provided herein, this Option may be exercised as to 95,000 shares on and after May 1, 1996."

KENT ELECTRONICS CORPORATION
STOCK OPTION PLAN AND AGREEMENT
FOR EXECUTIVE VICE PRESIDENT OF SALES-DISTRIBUTION

1. Grant. Under the terms, provisions, and conditions of this Stock Option Plan and Agreement by and between Kent Electronics Corporation (the "Company"), and Larry D. Olson (the "Optionee"), the Company hereby grants to Optionee the option to purchase 37,500 shares of the Company's Common Stock, without par value (the "Stock"), at the option price specified herein, subject to adjustment as provided herein (the "Option"). The Option is not an "incentive stock option" as described in Section 422 of the Internal Revenue Code of 1986, as amended (the "Code").

2. Duration of Option and Option Price. The Option shall be for a term commencing on the date hereof and ending fifteen (15) years from the date hereof. The option price payable by the Optionee upon exercise of the Option as to each share subject to the Option will be \$14.50, which equals one-half of the closing price of one share of the Stock, as reported by the New York Stock Exchange, on the date hereof.

3. Amount Exercisable and Schedule of Exercisability. Except as otherwise provided herein, this Option may be exercised as to 3,750 shares, on and after May 1, 1999; as to an additional 7,500 shares, on and after May 1, 2000; as to an additional 11,250 shares, on and after May 1, 2001; and as to all remaining shares, on and after May 1, 2002. This Option shall immediately become fully vested and exercisable as to all shares subject hereto upon the death or Disability (as hereinafter defined) of Optionee, or upon the occurrence of a "Change in Control" (as hereinafter defined), or upon the Company's termination of its employment of Optionee at the election of the Company, or upon Optionee's termination of his employment by the Company for "Good Reason" (as defined herein at Section 11), or such earlier date as set forth in Section 9 hereof. The Option may be exercised, so long as it is valid and outstanding, from time to time in whole (as to shares then exercisable) or in part; provided, however, no fractional shares of Stock shall be issued. The Option is cumulative, and may be exercised as to any or all shares of Stock covered hereby from and after the time it becomes exercisable as to such shares through the date of termination of the Option.

4. Exercise of Options. The Option shall be exercisable, in whole or in part, by the delivery of written notice to the Company setting forth the number of shares of Stock with respect to which the Option is to be exercised. In order to be effective, such written notice shall be accompanied at the time of its delivery to the Company by payment of the option price for such shares of Stock, which payment shall be made (a) in cash or by personal check, cashier's check, certified check, or postal or express money order payable to the order of the Company in an amount (in United States dollars) equal to the option price

multiplied by the number of shares of Stock with respect to which the Option is exercised or (b) in shares of Stock as set forth in this Section 4. Such notice may be delivered in person or by messenger or courier service to the Secretary of the Company, or shall be sent by registered mail, return receipt requested, to the Secretary of the Company, and in all such cases delivery shall be deemed to have been made on the date such notice is received.

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At the time when the Optionee (or other holder of the Option pursuant to Section 5) makes payment to the Company for the shares of Stock issuable upon the exercise of the Option, the Company may require the Optionee to pay to the Company an additional amount equal to any federal, state or local taxes (which the Company deems necessary or appropriate to be withheld in connection with the exercise of such Option) in such forms of payment as are described in the first paragraph of this Section 4. In the event that Optionee does not pay to the Company any such amount required for withholding taxes, to the extent applicable, the employer (for payroll tax purposes) of Optionee shall have the right to withhold such required amount from any sum payable, or to become payable, to Optionee, upon such terms and conditions as the Company in its discretion shall prescribe.

Payment of the option price may be made, in whole or in part, in shares of Stock previously held by the Optionee (or other holder of the Option pursuant to Section 5). If payment is made in whole or in part in shares of Stock, then the Optionee (or other holder of the Option pursuant to Section 5) shall deliver to the Company, in payment of the option price of the shares of Stock with respect to which such Option is exercised, (i) certificates registered in the name of such Optionee (or other holder of the Option pursuant to Section 5) representing a number of shares of Stock legally and beneficially owned by such Optionee (or other holder of the Option pursuant to Section 5), free of all liens, claims and encumbrances of every kind, such certificates to be accompanied by stock powers duly endorsed in blank by the record holder of the shares represented by such certificates; and (ii), if the option price of the shares of Stock with respect to which such Option is to be exercised exceeds the fair market value of such shares of Stock, cash or a personal check, cashier's check, certified check, or postal or express money order payable to the order of the Company in an amount (in United States dollars) equal to the amount of such excess. If the fair market value of such Shares of Stock delivered to the Company exceeds the option price of the shares of Stock with respect to which such Option is to be exercised, the Company shall promptly deliver, or cause to be delivered, to Optionee a replacement share certificate representing the number of shares of Stock in excess of those surrendered in payment of the option price.

As promptly as practicable after the receipt by the Company of (i) such written notice from the Optionee (or other holder of the Option pursuant to Section 5) setting forth the number of shares of Stock with respect to which such Option is to be exercised, (ii) payment of the option price of such shares in the form required by the foregoing provisions of this Section 4, and (iii) an

amount equal to any federal, state or local taxes which the Company deems necessary or appropriate to be withheld incident to the exercise of the Option, the Company shall cause to be delivered to such Optionee (or other holder of the Option pursuant to Section 5) certificates representing the number of shares of Stock with respect to which such Option has been so exercised.

All proceeds received pursuant to the exercise of the Option shall be added to the general funds of the Company to be used for any corporate purpose.

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For purposes of determining the value of shares of Stock delivered in payment of all or any portion of the option price pursuant to this Section 4, the "fair market value" of such shares shall equal the average of the daily averages of the high and low sales price per share of the Stock as reported by the New York Stock Exchange (or such other principal exchange or market on which the Stock is traded as of the applicable dates) on each day on which such trades are reported of the five trading days prior to Optionee's exercise of the Option.

5. Transferability of Option. The Option shall not be subject to sale, assignment or transfer, other than by will or by the laws of descent and distribution or pursuant to a qualified domestic relations order as defined in the Code. The designation of a beneficiary by Optionee shall not constitute a transfer. The Option shall be exercisable (i) during Optionee's lifetime, only by Optionee (or in the event of his incapacity, by his legal representative) or (ii) following Optionee's death, by such persons as set forth in Section 6.

6. Termination of Options in Certain Cases. In the event of the death of the Optionee while in the employ of the Company (or while affiliated with the Company in the discretion of the Board), the Option shall become fully vested and shall terminate on the earlier of (i) the date of expiration of the Option, or (ii) twelve (12) months following the date of Optionee's death. After the death of the Optionee, his executors, administrators or any person(s) to whom the Option was transferred by will or by the laws of descent and distribution, shall have the right, at any time prior to the expiration of the period described in the first sentence of this paragraph, to exercise the Option.

If, before the date of expiration of the Option, the Optionee shall be retired in good standing from the employ of the Company (or from another affiliation with the Company in the discretion of the Board) including retirement for reasons of Disability, the Option shall terminate on the earlier of (i) the date of expiration of the Option, or (ii) three (3) years following the date of such retirement. As used herein, the term "Disability" shall mean a total and permanent disability resulting from a mental or physical incapacity which prevents Optionee from performing the full scope of his duties for the Company (as such duties exist on the date immediately prior to the occurrence of such incapacity) and lasting or expected to last for a period of at least 180 days. Disability shall be determined in good faith by the Board of Directors of

the Company based on the opinion of a licensed physician. In the event of such retirement, the Optionee (or, in the event of his incapacity, his legal representative) shall have the right, at any time prior to the expiration of the period described in the first sentence of this paragraph, to exercise the Option to the same extent to which he was entitled to exercise it immediately prior to such retirement (and, in the case of retirement for Disability or under circumstances constituting a termination of Optionee's employment by the Company at the Company's election, the Option shall fully vest and become exercisable, as set forth herein).

If, before the date of expiration of the Option, the Optionee's employment by the Company shall be terminated by the Company at its election, or shall be terminated by Optionee for Good Reason, this Option shall immediately vest fully and become exercisable as to all shares covered hereby. In such event, Optionee shall have the right to exercise the Option at

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any time prior to the earlier of (i) the date of expiration of the Option or (ii) twelve (12) months following the date of such termination of employment.

If, before the date of expiration of the Option, the Optionee's employment or other affiliation with the Company terminates at the election of Optionee for any reason other than Good Reason (other than in connection with Optionee's retirement in accordance with the second paragraph of this Section 6), the Option shall terminate on the earlier of (i) the date of expiration of such Option, or (ii) ninety (90) days after the date of termination of the Optionee's employment or other affiliation with the Company. In such event, the Option shall be exercisable and shall vest as to all shares that, pursuant to the schedule set forth in Section 3 hereof, become exercisable on or prior to the date of termination of the Option.

For purposes of this Stock Option Plan and Agreement, employment by the Company shall include employment by any subsidiary of the Company.

7. No Rights as Shareholder. No holder of the Option shall have any rights as a shareholder with respect to shares covered by the Option until the date of exercise of the Option as to such shares; and, except as otherwise provided in Section 9 hereof, no adjustment for dividends, or otherwise, shall be made if the record date therefor is prior to the date of such exercise.

8. Employment or Affiliation Obligation. The grant of this Option shall not impose upon the Company any obligation to employ or to continue any employment or other affiliation with the Optionee. The right of the Company to terminate its employment or affiliate relationship with any person, including the Optionee, shall not be diminished or affected by reason of the fact that this Option has been granted.

9. Changes in the Company's Capital Structure. The existence of the

Option shall not affect in any way the right or power of the Company or its shareholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business, or any merger or consolidation of the Company, or any issue of bonds, debentures, preferred or prior preference stock ahead of, or affecting, the Stock or the rights thereof, or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

The number of shares covered by this Option and the price per share thereof shall be proportionately adjusted for any increase or decrease in the number of issued shares of Stock resulting from the subdivision or consolidation of shares or any other capital adjustment, the payment of a stock dividend or any other increase in such shares effected without receipt of consideration by the Company or any other decrease therein effected without a distribution of cash, property, or other securities in connection therewith.

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If (i) the Company is merged into or consolidated with another corporation under circumstances where the Company is not the surviving corporation or where the Stock is converted into other securities, cash or other property in connection with such merger or consolidation, (ii) the Company is recapitalized in such a manner that shares of Stock are converted into or exchanged for other securities of the Company, (iii) the Company sells or otherwise disposes of substantially all its assets to another person, corporation or entity, or (iv) a tender offer is announced that, if successfully completed, would result in a Change in Control, then in any such case, on a date at least 30 days prior to the effective date of any such merger, consolidation, recapitalization, exchange, sale or acquisition or tender offer (or, in the case of such tender offer, on such later date as is practicable, but in any such case at least ten days prior to the termination of such tender offer), as the case may be, any limitations as to amount exercisable each year shall be modified so that Option from and after such date shall be exercisable in full. In addition, with respect to any event described in the preceding sentence, after the effective date of such merger, consolidation, recapitalization, exchange, sale or acquisition, as the case may be, Optionee shall be entitled, upon exercise of such Option to receive in lieu of shares of Stock, shares of such stock or other securities of the Company or the surviving or acquiring corporation or such other property at the rate per share as the holders of shares of Stock received pursuant to the terms of the merger, consolidation, exchange, recapitalization, sale or acquisition.

Except as hereinbefore expressly provided, the issue by the Company of shares of stock of any class or securities convertible into shares of stock of any class for cash or property or for labor or services, either upon direct sale or upon the exercise of rights or warrants to subscribe therefor, or upon conversion of shares or obligations of the Company convertible into such shares or other securities, shall not affect, and no adjustment by reason thereof shall

be made with respect to, the number, class or price of shares of Stock then subject to the Option.

10. Change in Control. A "Change in Control" shall be deemed to have occurred on the earliest of the following dates:

(i) The date any entity or person (including a "group" as defined in Section 13(d)(3) of the Securities Exchange Act of 1934) shall have become the beneficial owner of, or shall have obtained voting control over, thirty percent (30%) or more of the outstanding common shares of the Company;

(ii) The date the shareholders of the Company approve a definitive agreement (A) to merge or consolidate the Company with or into another corporation, in which the Company is not the continuing or surviving corporation or pursuant to which any common shares of the Company would be converted into cash, securities or other property of another corporation, other than a merger of the Company in which holders of common shares immediately prior to the merger have the same proportionate ownership of common stock of the surviving corporation immediately after the merger as immediately before, or (B) to sell or otherwise dispose of substantially all the assets of the Company; or

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(iii) The first date as of which Continuing Directors (as defined in Article IX of the Company's Articles of Incorporation) fail to constitute a majority of the members of the Company's Board of Directors.

11. Termination of Employment by Optionee for Good Reason. For purposes of this Stock Option Plan and Agreement a termination of Optionee's employment for "Good Reason" shall be deemed to occur if Optionee tenders his resignation to the Board of Directors after there has been a significant and material diminishment in the nature and scope of the authority, power, function and duty attached to Optionee's management position with the Company as of the effective date of this Agreement (which shall include, but not be limited to, the appointment of any officer to whom Optionee shall report other than the Chairman of the Board and Chief Executive Officer or the President and Chief Operating Officer), and such diminishment lasts for at least thirty (30) consecutive days and is not cured or corrected by the Company within ten (10) days after Optionee provides notice of same to the Company pursuant to the notice provisions hereof. Executive's termination of his employment with the Company for Good Reason may take place at any time after the events set forth in the preceding sentence have occurred, and such termination need not be effected within any specified time period after the occurrence of such events. Such termination for Good Reason shall result in the Option immediately becoming fully vested and exercisable as to all shares covered hereby.

12. Limited Stock Appreciation Rights. Notwithstanding any other provisions in this Stock Option Plan and Agreement, upon the occurrence of any Change in Control, and thereafter so long as this Option is in effect, Optionee shall have the right to require the Company (or if the Company is not the survivor of a merger, consolidation or reorganization, such survivor) to purchase from him any or all unexercised options granted under this Stock Option Plan and Agreement at a purchase price equal to (i) the excess of the Change in Control Price (as hereinafter defined) per share over the option price per share multiplied by (ii) the number of shares subject to the Option specified by the Optionee for purchase in a written notice to the Company or such survivor, addressed to the attention of the Corporate Secretary.

For purposes of this Stock Option Plan and Agreement, the term "Change in Control Price" of shares of Stock shall mean (a) except in the case of a Change in Control that results from a merger, consolidation or reorganization in which the Company is not the survivor or shares of Stock are converted into cash or other securities or other assets (a "Termination Merger"), the higher of (I) the highest sales price per share of the Stock on the New York Stock Exchange (or if the Company's Stock is not then traded on the New York Stock Exchange, on the principal exchange or market where such Stock is actively traded) on the trading days during the thirty (30) days immediately preceding the date the Optionee so notified the Company of his election pursuant to the preceding paragraph or (II) the highest sales price per share of the Stock on the New York Stock Exchange (or if the Company's Stock is not then traded on the New York Stock Exchange, on the principal exchange or market where such stock is actively traded) on the trading days during the thirty (30) days immediately preceding the date of the Change in Control; and (b) in the case of a Change in Control that results from a Termination Merger, the higher of (I) the fair market value of the consideration receivable per share by holders of Stock

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of the Company in such Termination Merger (which fair market value as to any securities included in such consideration shall be the highest sales price per unit of such security on the principal exchange or market where such security is actively traded on the trading days during the thirty (30) days immediately preceding the date of the Termination Merger, and as to any such security not actively traded in any market, and as to all other property included in such consideration, shall be the fair market value determined by the Committee (hereinafter defined) in good faith exercised in a reasonable manner) or (II) the amount determined pursuant to clause (a) (II) of this Section 12. The amount payable to Optionee by the Company or the survivor in a Termination Merger, as the case may be, shall be paid in cash or by certified check, and shall be reduced by the amount of any taxes required to be withheld.

13. Administration. This Stock Option Plan and Agreement shall be administered by a committee of at least two persons to be appointed by the Board of Directors of the Company (the "Committee"). All members of the Committee shall be persons who are "disinterested persons," as set forth in Rule 16b-3

under the Securities Exchange Act of 1934, as amended, or any successor rule thereto ("Rule 16b-3"). Meetings shall be held at such times and places as shall be determined by the Committee. A majority of the members of the Committee shall constitute a quorum for the transaction of business, and the vote of a majority of those members present at any meeting shall decide any question brought before the meeting. No member of the Committee shall be liable for any act or omission of any other member of the Committee or for any act or omission on his own part, including but not limited to the exercise of any power or discretion given to him under this Stock Option Plan and Agreement, except those resulting from his own gross negligence or willful misconduct.

14. Notices. Any notice, consent, request or other communication ("Notice") required or permitted to be given hereunder shall be in writing. Such Notice shall be (a) personally delivered or delivered by messenger, or (b) mailed by certified mail, return receipt requested, postage prepaid, or (c) sent by telecopy or the equivalent (provided, however, that the original Notice of which a facsimile has been transmitted shall in all cases be delivered to the addressee within two (2) business days following such transmission). Notices given hereunder shall be addressed as follows:

If to Company:

Kent Electronics Corporation
7433 Harwin Drive
Houston, Texas 77036
Attention: Secretary

If to Optionee:

Larry D. Olson
Kent Electronics Corporation
7433 Harwin Drive
Houston, Texas 77036

Any Notice given in accordance herewith shall be deemed effective and to have been received by the party to whom such Notice is directed (a) upon delivery, if delivered personally or by messenger or sent by telecopy or the equivalent, or (b) three (3) days after the date of deposit in the U.S. Mail, if sent by mail and the return receipt is received by the sender, or

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upon actual receipt by the party receiving Notice in the event that such return receipt is not received by the sender.

15. Amendment. This Stock Option Plan and Agreement may be modified or amended only by a written instrument executed by Company and Optionee, and any such modification or amendment may be authorized on behalf of the Company by the Committee; provided, however, that so long as Optionee and the Company desire that this Stock Option Plan and Agreement comply with Rule 16b-3, or any successor or similar provisions thereto, any such amendment that would require the vote or approval of a specified percentage of the Company's shareholders in order to assure that this Stock Option Plan and Agreement complies with Rule 16b-3, or any successor or similar provisions thereto, shall only be made upon obtaining such required shareholder vote, or taking such other action in connection with such amendment as the Board of Directors or such authorized

Committee deems advisable to operate this Stock Option Plan and Agreement in accordance with Rule 16b-3 or such successor or similar rule. However, no termination or amendment of this Stock Option Plan and Agreement may, without the consent of the Optionee, adversely affect the rights of Optionee as to any portion of the Option then outstanding.

16. Severability. In the event that any provision of this Stock Option Plan and Agreement shall be held illegal, invalid, or unenforceable for any reason, such provision shall be fully severable, but shall not affect the remaining provisions hereof, and this Stock Option Plan and Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had not been included herein.

17. Gender, Tense and Headings. Whenever the context so requires, words of the masculine gender used herein shall include the feminine and neuter, and words used in the singular shall include the plural. Section headings as used herein are inserted solely for convenience and reference and are not to be interpreted as part of the construction of this Stock Option Plan and Agreement.

18. Governing Law. The provisions of this Stock Option Plan and Agreement shall be construed according to the laws of the State of Texas, except as superseded by federal law. This Agreement is performable in Harris County, Texas. In the event that any dispute arises under this Agreement, the Optionee shall have the right, in addition to all other rights and remedies provided by law, at his election to seek arbitration in Houston, Texas under the rules of the American Arbitration Association by serving a notice to arbitrate upon the Company, or to institute a judicial proceeding in a court of competent jurisdiction located in Harris County, Texas. In the event that the Company institutes any legal proceeding against the Optionee to resolve a dispute under this Agreement, the Optionee shall have the right either to seek arbitration in Houston, Texas or to institute a judicial proceeding in a court located in Harris County, Texas, as provided in the preceding sentence, and the Company shall dismiss its proceeding or take such other action as may be reasonably requested by the Optionee in order for such proceeding to be brought in the forum selected by the Optionee in accordance with the preceding sentence.

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19. Shareholder Approval. This Stock Option Plan and Agreement is subject to approval and ratification by the vote of the holders of a majority of shares of Stock present in person or by proxy and entitled to vote at a meeting of shareholders of the Company. If such shareholder approval is not received on or before December 31, 1995, the Option shall be null and void.

20. Requirement of Bonus Payment In Certain Circumstances. 2. In the event that the Optionee is deemed to have received an excess parachute payment (as such term is defined in Section 280G(b) of the Internal Revenue Code of 1986, as amended (the "Code")) which is subject to the excise taxes (the "Excise Taxes") imposed by Section 4999 of the Code in respect of any payment of

compensation to the Optionee from the Company pursuant to this Stock Option Plan and Agreement, whether in the form of cash, property, stock, stock options, securities or otherwise, the Company shall make the Bonus Payment to the Optionee promptly after the date on which the Optionee received or is deemed to have received any excess parachute payments.

(b) (i) The term "Bonus Payment" means a cash payment in an amount equal to the sum of (A) all Excise Taxes payable by the Optionee, plus (B) all additional Excise Taxes and federal or state income taxes to the extent such taxes are imposed in respect of the Bonus Payment, such that the Optionee shall be in the same after-tax position and shall have received the same benefits that he would have received if the Excise Taxes had not been imposed. For purposes of calculating any income taxes attributable to the Bonus Payment, the Optionee shall be deemed for all purposes to be paying income taxes at the highest marginal federal income tax rate, taking into account any applicable surtaxes and other generally applicable taxes which have the effect of increasing the marginal federal income tax rate and, if applicable, at the highest marginal state income tax rate to which the Bonus Payment and the Optionee are subject.

(ii) An example of the calculation of the Bonus Payment is set forth below: Assume that the Excise Tax rate is 20%, that the highest federal marginal income tax rate is 36% and that the Optionee is not subject to state income taxes. Assume that the Optionee has received an excess parachute payment in the amount of \$1,000,000, on which \$200,000 in Excise Taxes are payable. The amount of the required Bonus Payment is \$454,545.45. The Bonus Payment, less Excise Taxes of \$90,909.09 and income taxes of \$163,636.36, yields \$200,000.00, the amount of the Excise Taxes payable in respect of the excess parachute payment.

(c) The Optionee agrees to cooperate reasonably with the Company to minimize the amount of the excess parachute payments, including without limitation assisting the Company in establishing that some or all of the payments received by the Optionee contingent on a change described in Section 280G(b)(2)(A)(i) of the Code are reasonable compensation for personal services actually rendered by the Optionee before the date of such change or to be rendered by the Optionee on or after the date of such change. In the event that the Company is able to establish that the amount of the excess parachute payments is less than originally anticipated by

the Optionee, the Optionee shall refund to the Company any excess Bonus Payment to the extent not required to pay Excise Taxes or income taxes (including those incurred in respect of the payment of the Bonus Payment). Notwithstanding the foregoing, the Optionee shall not be required to take any actions which his tax advisor advises him in writing (i) is improper or (ii) exposes the Optionee to material personal liability, and the Optionee may require the Company to deliver

to the Optionee an indemnification agreement in form and substance satisfactory to the Optionee as a condition to taking any action required by this Section 3.

(d) The Company shall make any payment required to be made under this Agreement in cash and on demand. Any payment required to be paid by the Company under this Agreement which is not paid within five days of receipt by the Company of the Optionee's demand therefor shall thereafter be deemed delinquent, and the Company shall pay to the Optionee immediately upon demand interest at the highest nonusurious rate per annum allowed by applicable law from the date such payment becomes delinquent to the date of payment of such delinquent sum.

(e) In the event that there is any change to the Code which results in the recodification of Section 280G or Section 4999 of the Code, or in the event that either such section of the Code is amended, replaced or supplemented by other provisions of the Code of similar import ("Successor Provisions"), then this Agreement shall be applied and enforced with respect to such new Code provisions in a manner consistent with the intent of the parties as expressed herein, which is to assure that the Optionee is in the same after-tax position and has received the same benefits that he would have been in and received if any taxes imposed by Section 4999 or any Successor Provisions had not been imposed.

(f) There shall be no right of set-off or counterclaim, in respect of any claim, debt or obligation, against any payments required under this Section 20 to the Optionee provided for in this Agreement. No right or interest to or in any payments required under this Section 20 shall be assignable by the Optionee; provided, however, that this provision shall not preclude him from designating one or more beneficiaries to receive any amount that may be payable after his death and shall not preclude the legal representative of his estate from assigning any right hereunder to the person or persons entitled thereto under his will or, in the case of intestacy, to the person or persons entitled thereto under the laws of intestacy applicable to his estate. The term "beneficiary" as used in this Agreement shall mean a beneficiary or beneficiaries so designated to receive any such amount or, if no beneficiary has been so designated, the legal representative of the Optionee's estate. No right, benefit or interest under this Section 20 shall be subject to anticipation, alienation, sale, assignment, encumbrance, charge, pledge, hypothecation, or set-off in respect of any claim, debt or obligation, or to execution, attachment, levy or similar process, or assignment by operation of law. Any attempt, voluntary or involuntary, to effect any action specified in the immediately preceding sentence shall, to the full extent permitted by law, be null, void and of no effect.

21. Successors to the Company. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Company and any successor of the

Company, including, without limitation, any corporation or other entity acquiring directly or indirectly all or substantially all of the assets of the Company whether by merger, consolidation, sale or otherwise (and such successor shall thereafter be deemed "the Company" for the purposes of this Agreement), but shall not otherwise be assignable by the Company.

IN WITNESS WHEREOF, this Stock Option Plan and Agreement is executed, subject to shareholder approval as set forth herein, effective as of the 8th day of May, 1995.

KENT ELECTRONICS CORPORATION

By: /s/ Morrie K. Abramson

Morrie K. Abramson, Chairman and
Chief Executive Officer

OPTIONEE

/s/ Larry D. Olson

Larry D. Olson

KENT ELECTRONICS CORPORATION
STOCK OPTION PLAN AND AGREEMENT
FOR EXECUTIVE VICE PRESIDENT OF OPERATIONS - DISTRIBUTION

1. Grant. Under the terms, provisions, and conditions of this Stock Option Plan and Agreement by and between Kent Electronics Corporation (the "Company"), and Mark A. Zerbe (the "Optionee"), the Company hereby grants to Optionee the option to purchase 37,500 shares of the Company's Common Stock, without par value (the "Stock"), at the option price specified herein, subject to adjustment as provided herein (the "Option"). The Option is not an "incentive stock option" as described in Section 422 of the Internal Revenue Code of 1986, as amended (the "Code").

2. Duration of Option and Option Price. The Option shall be for a term commencing on the date hereof and ending fifteen (15) years from the date hereof. The option price payable by the Optionee upon exercise of the Option as to each share subject to the Option will be \$14.50, which equals one-half of the closing price of one share of the Stock, as reported by the New York Stock Exchange, on the date hereof.

3. Amount Exercisable and Schedule of Exercisability. Except as otherwise provided herein, this Option may be exercised as to 3,750 shares, on and after May 1, 1999; as to an additional 7,500 shares, on and after May 1, 2000; as to an additional 11,250 shares, on and after May 1, 2001; and as to all remaining shares, on and after May 1, 2002. This Option shall immediately become fully vested and exercisable as to all shares subject hereto upon the death or Disability (as hereinafter defined) of Optionee, or upon the occurrence of a "Change in Control" (as hereinafter defined), or upon the Company's termination of its employment of Optionee at the election of the Company, or upon Optionee's termination of his employment by the Company for "Good Reason" (as defined herein at Section 11), or such earlier date as set forth in Section 9 hereof. The Option may be exercised, so long as it is valid and outstanding, from time to time in whole (as to shares then exercisable) or in part; provided, however, no fractional shares of Stock shall be issued. The Option is cumulative, and may be exercised as to any or all shares of Stock covered hereby from and after the time it becomes exercisable as to such shares through the date of termination of the Option.

4. Exercise of Options. The Option shall be exercisable, in whole or in part, by the delivery of written notice to the Company setting forth the number of shares of Stock with respect to which the Option is to be exercised. In order to be effective, such written notice shall be accompanied at the time of its delivery to the Company by payment of the option price for

such shares of Stock, which payment shall be made (a) in cash or by personal check, cashier's check, certified check, or postal or express money order payable to the order of the Company in an amount (in United States dollars) equal to the option price multiplied by the number of shares of Stock with respect to which the Option is exercised or (b) in shares of Stock as set forth in this Section 4. Such notice may be delivered in person or by messenger or courier service to the Secretary of the Company, or shall be sent by registered mail, return receipt requested, to the Secretary of the Company, and in all such cases delivery shall be deemed to have been made on the date such notice is received.

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At the time when the Optionee (or other holder of the Option pursuant to Section 5) makes payment to the Company for the shares of Stock issuable upon the exercise of the Option, the Company may require the Optionee to pay to the Company an additional amount equal to any federal, state or local taxes (which the Company deems necessary or appropriate to be withheld in connection with the exercise of such Option) in such forms of payment as are described in the first paragraph of this Section 4. In the event that Optionee does not pay to the Company any such amount required for withholding taxes, to the extent applicable, the employer (for payroll tax purposes) of Optionee shall have the right to withhold such required amount from any sum payable, or to become payable, to Optionee, upon such terms and conditions as the Company in its discretion shall prescribe.

Payment of the option price may be made, in whole or in part, in shares of Stock previously held by the Optionee (or other holder of the Option pursuant to Section 5). If payment is made in whole or in part in shares of Stock, then the Optionee (or other holder of the Option pursuant to Section 5) shall deliver to the Company, in payment of the option price of the shares of Stock with respect to which such Option is exercised, (i) certificates registered in the name of such Optionee (or other holder of the Option pursuant to Section 5) representing a number of shares of Stock legally and beneficially owned by such Optionee (or other holder of the Option pursuant to Section 5), free of all liens, claims and encumbrances of every kind, such certificates to be accompanied by stock powers duly endorsed in blank by the record holder of the shares represented by such certificates; and (ii), if the option price of the shares of Stock with respect to which such Option is to be exercised exceeds the fair market value of such shares of Stock, cash or a personal check, cashier's check, certified check, or postal or express money order payable to the order of the Company in an amount (in United States dollars) equal to the amount of such excess. If the fair market value of such Shares of Stock delivered to the Company exceeds the option price of the shares of Stock with respect to which such Option is to be exercised, the Company shall promptly deliver, or cause to be delivered, to Optionee a replacement share certificate representing the number of shares of Stock in excess of those surrendered in payment of the option price.

As promptly as practicable after the receipt by the Company of (i) such written notice from the Optionee (or other holder of the Option pursuant to Section 5) setting forth the number of shares of Stock with respect to which

such Option is to be exercised, (ii) payment of the option price of such shares in the form required by the foregoing provisions of this Section 4, and (iii) an amount equal to any federal, state or local taxes which the Company deems necessary or appropriate to be withheld incident to the exercise of the Option, the Company shall cause to be delivered to such Optionee (or other holder of the Option pursuant to Section 5) certificates representing the number of shares of Stock with respect to which such Option has been so exercised.

All proceeds received pursuant to the exercise of the Option shall be added to the general funds of the Company to be used for any corporate purpose.

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For purposes of determining the value of shares of Stock delivered in payment of all or any portion of the option price pursuant to this Section 4, the "fair market value" of such shares shall equal the average of the daily averages of the high and low sales price per share of the Stock as reported by the New York Stock Exchange (or such other principal exchange or market on which the Stock is traded as of the applicable dates) on each day on which such trades are reported of the five trading days prior to Optionee's exercise of the Option.

5. Transferability of Option. The Option shall not be subject to sale, assignment or transfer, other than by will or by the laws of descent and distribution or pursuant to a qualified domestic relations order as defined in the Code. The designation of a beneficiary by Optionee shall not constitute a transfer. The Option shall be exercisable (i) during Optionee's lifetime, only by Optionee (or in the event of his incapacity, by his legal representative) or (ii) following Optionee's death, by such persons as set forth in Section 6.

6. Termination of Options in Certain Cases. In the event of the death of the Optionee while in the employ of the Company (or while affiliated with the Company in the discretion of the Board), the Option shall become fully vested and shall terminate on the earlier of (i) the date of expiration of the Option, or (ii) twelve (12) months following the date of Optionee's death. After the death of the Optionee, his executors, administrators or any person(s) to whom the Option was transferred by will or by the laws of descent and distribution, shall have the right, at any time prior to the expiration of the period described in the first sentence of this paragraph, to exercise the Option.

If, before the date of expiration of the Option, the Optionee shall be retired in good standing from the employ of the Company (or from another affiliation with the Company in the discretion of the Board) including retirement for reasons of Disability, the Option shall terminate on the earlier of (i) the date of expiration of the Option, or (ii) three (3) years following

the date of such retirement. As used herein, the term "Disability" shall mean a total and permanent disability resulting from a mental or physical incapacity which prevents Optionee from performing the full scope of his duties for the Company (as such duties exist on the date immediately prior to the occurrence of such incapacity) and lasting or expected to last for a period of at least 180 days. Disability shall be determined in good faith by the Board of Directors of the Company based on the opinion of a licensed physician. In the event of such retirement, the Optionee (or, in the event of his incapacity, his legal representative) shall have the right, at any time prior to the expiration of the period described in the first sentence of this paragraph, to exercise the Option to the same extent to which he was entitled to exercise it immediately prior to such retirement (and, in the case of retirement for Disability or under circumstances constituting a termination of Optionee's employment by the Company at the Company's election, the Option shall fully vest and become exercisable, as set forth herein).

If, before the date of expiration of the Option, the Optionee's employment by the Company shall be terminated by the Company at its election, or shall be terminated by Optionee for Good Reason, this Option shall immediately vest fully and become exercisable as to all shares covered hereby. In such event, Optionee shall have the right to exercise the Option at

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any time prior to the earlier of (i) the date of expiration of the Option or (ii) twelve (12) months following the date of such termination of employment.

If, before the date of expiration of the Option, the Optionee's employment or other affiliation with the Company terminates at the election of Optionee for any reason other than Good Reason (other than in connection with Optionee's retirement in accordance with the second paragraph of this Section 6), the Option shall terminate on the earlier of (i) the date of expiration of such Option, or (ii) ninety (90) days after the date of termination of the Optionee's employment or other affiliation with the Company. In such event, the Option shall be exercisable and shall vest as to all shares that, pursuant to the schedule set forth in Section 3 hereof, become exercisable on or prior to the date of termination of the Option.

For purposes of this Stock Option Plan and Agreement, employment by the Company shall include employment by any subsidiary of the Company.

7. No Rights as Shareholder. No holder of the Option shall have any rights as a shareholder with respect to shares covered by the Option until the date of exercise of the Option as to such shares; and, except as otherwise provided in Section 9 hereof, no adjustment for dividends, or otherwise, shall be made if the record date therefor is prior to the date of such exercise.

8. Employment or Affiliation Obligation. The grant of this Option shall not impose upon the Company any obligation to employ or to continue any employment or other affiliation with the Optionee. The right of the Company to terminate its employment or affiliate relationship with any person, including the Optionee, shall not be diminished or affected by reason of the fact that this Option has been granted.

9. Changes in the Company's Capital Structure. The existence of the Option shall not affect in any way the right or power of the Company or its shareholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business, or any merger or consolidation of the Company, or any issue of bonds, debentures, preferred or prior preference stock ahead of, or affecting, the Stock or the rights thereof, or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

The number of shares covered by this Option and the price per share thereof shall be proportionately adjusted for any increase or decrease in the number of issued shares of Stock resulting from the subdivision or consolidation of shares or any other capital adjustment, the payment of a stock dividend or any other increase in such shares effected without receipt of consideration by the Company or any other decrease therein effected without a distribution of cash, property, or other securities in connection therewith.

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If (i) the Company is merged into or consolidated with another corporation under circumstances where the Company is not the surviving corporation or where the Stock is converted into other securities, cash or other property in connection with such merger or consolidation, (ii) the Company is recapitalized in such a manner that shares of Stock are converted into or exchanged for other securities of the Company, (iii) the Company sells or otherwise disposes of substantially all its assets to another person, corporation or entity, or (iv) a tender offer is announced that, if successfully completed, would result in a Change in Control, then in any such case, on a date at least 30 days prior to the effective date of any such merger, consolidation, recapitalization, exchange, sale or acquisition or tender offer (or, in the case of such tender offer, on such later date as is practicable, but in any such case at least ten days prior to the termination of such tender offer), as the case may be, any limitations as to amount exercisable each year shall be modified so that Option from and after such date shall be exercisable in full. In addition, with respect to any event described in the preceding sentence, after the effective date of such merger, consolidation, recapitalization, exchange, sale or acquisition, as the case may

be, Optionee shall be entitled, upon exercise of such Option to receive in lieu of shares of Stock, shares of such stock or other securities of the Company or the surviving or acquiring corporation or such other property at the rate per share as the holders of shares of Stock received pursuant to the terms of the merger, consolidation, exchange, recapitalization, sale or acquisition.

Except as hereinbefore expressly provided, the issue by the Company of shares of stock of any class or securities convertible into shares of stock of any class for cash or property or for labor or services, either upon direct sale or upon the exercise of rights or warrants to subscribe therefor, or upon conversion of shares or obligations of the Company convertible into such shares or other securities, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number, class or price of shares of Stock then subject to the Option.

10. Change in Control. A "Change in Control" shall be deemed to have occurred on the earliest of the following dates:

(i) The date any entity or person (including a "group" as defined in Section 13(d)(3) of the Securities Exchange Act of 1934) shall have become the beneficial owner of, or shall have obtained voting control over, thirty percent (30%) or more of the outstanding common shares of the Company;

(ii) The date the shareholders of the Company approve a definitive agreement (A) to merge or consolidate the Company with or into another corporation, in which the Company is not the continuing or surviving corporation or pursuant to which any common shares of the Company would be converted into cash, securities or other property of another corporation, other than a merger of the Company in which holders of common shares immediately prior to the merger have the same proportionate ownership of common stock of the surviving corporation immediately after the merger as immediately before, or (B) to sell or otherwise dispose of substantially all the assets of the Company; or

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(iii) The first date as of which Continuing Directors (as defined in Article IX of the Company's Articles of Incorporation) fail to constitute a majority of the members of the Company's Board of Directors.

11. Termination of Employment by Optionee for Good Reason. For purposes of this Stock Option Plan and Agreement a termination of Optionee's employment for "Good Reason" shall be deemed to occur if Optionee tenders his resignation to the Board of Directors after there has been a significant and

material diminishment in the nature and scope of the authority, power, function and duty attached to Optionee's management position with the Company as of the effective date of this Agreement (which shall include, but not be limited to, the appointment of any officer to whom Optionee shall report other than the Chairman of the Board and Chief Executive Officer or the President and Chief Operating Officer), and such diminishment lasts for at least thirty (30) consecutive days and is not cured or corrected by the Company within ten (10) days after Optionee provides notice of same to the Company pursuant to the notice provisions hereof. Executive's termination of his employment with the Company for Good Reason may take place at any time after the events set forth in the preceding sentence have occurred, and such termination need not be effected within any specified time period after the occurrence of such events. Such termination for Good Reason shall result in the Option immediately becoming fully vested and exercisable as to all shares covered hereby.

12. Limited Stock Appreciation Rights. Notwithstanding any other provisions in this Stock Option Plan and Agreement, upon the occurrence of any Change in Control, and thereafter so long as this Option is in effect, Optionee shall have the right to require the Company (or if the Company is not the survivor of a merger, consolidation or reorganization, such survivor) to purchase from him any or all unexercised options granted under this Stock Option Plan and Agreement at a purchase price equal to (i) the excess of the Change in Control Price (as hereinafter defined) per share over the option price per share multiplied by (ii) the number of shares subject to the Option specified by the Optionee for purchase in a written notice to the Company or such survivor, addressed to the attention of the Corporate Secretary.

For purposes of this Stock Option Plan and Agreement, the term "Change in Control Price" of shares of Stock shall mean (a) except in the case of a Change in Control that results from a merger, consolidation or reorganization in which the Company is not the survivor or shares of Stock are converted into cash or other securities or other assets (a "Termination Merger"), the higher of (I) the highest sales price per share of the Stock on the New York Stock Exchange (or if the Company's Stock is not then traded on the New York Stock Exchange, on the principal exchange or market where such Stock is actively traded) on the trading days during the thirty (30) days immediately preceding the date the Optionee so notified the Company of his election pursuant to the preceding paragraph or (II) the highest sales price per share of the Stock on the New York Stock Exchange (or if the Company's Stock is not then traded on the New York Stock Exchange, on the principal exchange or market where such stock is actively traded) on the trading days during the thirty (30) days immediately preceding the date of the Change in Control; and (b) in the case of a Change in Control that results from a Termination Merger, the higher of (I) the fair market value of the consideration receivable per share by holders of Stock

of the Company in such Termination Merger (which fair market value as to any securities included in such consideration shall be the highest sales price per unit of such security on the principal exchange or market where such security is actively traded on the trading days during the thirty (30) days immediately preceding the date of the Termination Merger, and as to any such security not actively traded in any market, and as to all other property included in such consideration, shall be the fair market value determined by the Committee (hereinafter defined) in good faith exercised in a reasonable manner) or (II) the amount determined pursuant to clause (a) (II) of this Section 12. The amount payable to Optionee by the Company or the survivor in a Termination Merger, as the case may be, shall be paid in cash or by certified check, and shall be reduced by the amount of any taxes required to be withheld.

13. Administration. This Stock Option Plan and Agreement shall be administered by a committee of at least two persons to be appointed by the Board of Directors of the Company (the "Committee"). All members of the Committee shall be persons who are "disinterested persons," as set forth in Rule 16b-3 under the Securities Exchange Act of 1934, as amended, or any successor rule thereto ("Rule 16b-3"). Meetings shall be held at such times and places as shall be determined by the Committee. A majority of the members of the Committee shall constitute a quorum for the transaction of business, and the vote of a majority of those members present at any meeting shall decide any question brought before the meeting. No member of the Committee shall be liable for any act or omission of any other member of the Committee or for any act or omission on his own part, including but not limited to the exercise of any power or discretion given to him under this Stock Option Plan and Agreement, except those resulting from his own gross negligence or willful misconduct.

14. Notices. Any notice, consent, request or other communication ("Notice") required or permitted to be given hereunder shall be in writing. Such Notice shall be (a) personally delivered or delivered by messenger, or (b) mailed by certified mail, return receipt requested, postage prepaid, or (c) sent by telecopy or the equivalent (provided, however, that the original Notice of which a facsimile has been transmitted shall in all cases be delivered to the addressee within two (2) business days following such transmission). Notices given hereunder shall be addressed as follows:

If to Company:

Kent Electronics Corporation
7433 Harwin Drive
Houston, Texas 77036
Attention: Secretary

If to Optionee:

Mark A. Zerbe
Kent Electronics Corporation
7433 Harwin Drive
Houston, Texas 77036

Any Notice given in accordance herewith shall be deemed effective and to have been received by the party to whom such Notice is directed (a) upon delivery, if delivered personally or by messenger or sent by telecopy or the equivalent, or (b) three (3) days after the date of deposit in the U.S. Mail, if sent by mail and the return receipt is received by the sender, or

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upon actual receipt by the party receiving Notice in the event that such return receipt is not received by the sender.

15. Amendment. This Stock Option Plan and Agreement may be modified or amended only by a written instrument executed by Company and Optionee, and any such modification or amendment may be authorized on behalf of the Company by the Committee; provided, however, that so long as Optionee and the Company desire that this Stock Option Plan and Agreement comply with Rule 16b-3, or any successor or similar provisions thereto, any such amendment that would require the vote or approval of a specified percentage of the Company's shareholders in order to assure that this Stock Option Plan and Agreement complies with Rule 16b-3, or any successor or similar provisions thereto, shall only be made upon obtaining such required shareholder vote, or taking such other action in connection with such amendment as the Board of Directors or such authorized Committee deems advisable to operate this Stock Option Plan and Agreement in accordance with Rule 16b-3 or such successor or similar rule. However, no termination or amendment of this Stock Option Plan and Agreement may, without the consent of the Optionee, adversely affect the rights of Optionee as to any portion of the Option then outstanding.

16. Severability. In the event that any provision of this Stock Option Plan and Agreement shall be held illegal, invalid, or unenforceable for any reason, such provision shall be fully severable, but shall not affect the remaining provisions hereof, and this Stock Option Plan and Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had not been included herein.

17. Gender, Tense and Headings. Whenever the context so requires, words of the masculine gender used herein shall include the feminine and neuter, and words used in the singular shall include the plural. Section headings as used herein are inserted solely for convenience and reference and are not to be interpreted as part of the construction of this Stock Option Plan and Agreement.

18. Governing Law. The provisions of this Stock Option Plan and Agreement shall be construed according to the laws of the State of Texas, except as superseded by federal law. This Agreement is performable in Harris County, Texas. In the event that any dispute arises under this Agreement, the Optionee shall have the right, in addition to all other rights and remedies provided by law, at his election to seek arbitration in Houston, Texas under the rules of the American Arbitration Association by serving a notice to arbitrate upon the Company, or to institute a judicial proceeding in a court of competent jurisdiction located in Harris County, Texas. In the event that the

Company institutes any legal proceeding against the Optionee to resolve a dispute under this Agreement, the Optionee shall have the right either to seek arbitration in Houston, Texas or to institute a judicial proceeding in a court located in Harris County, Texas, as provided in the preceding sentence, and the Company shall dismiss its proceeding or take such other action as may be reasonably requested by the Optionee in order for such proceeding to be brought in the forum selected by the Optionee in accordance with the preceding sentence.

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19. Shareholder Approval. This Stock Option Plan and Agreement is subject to approval and ratification by the vote of the holders of a majority of shares of Stock present in person or by proxy and entitled to vote at a meeting of shareholders of the Company. If such shareholder approval is not received on or before December 31, 1995, the Option shall be null and void.

20. Requirement of Bonus Payment In Certain Circumstances. (a) In the event that the Optionee is deemed to have received an excess parachute payment (as such term is defined in Section 280G(b) of the Internal Revenue Code of 1986, as amended (the "Code")) which is subject to the excise taxes (the "Excise Taxes") imposed by Section 4999 of the Code in respect of any payment of compensation to the Optionee from the Company pursuant to this Stock Option Plan and Agreement, whether in the form of cash, property, stock, stock options, securities or otherwise, the Company shall make the Bonus Payment to the Optionee promptly after the date on which the Optionee received or is deemed to have received any excess parachute payments.

(b) (i) The term "Bonus Payment" means a cash payment in an amount equal to the sum of (A) all Excise Taxes payable by the Optionee, plus (B) all additional Excise Taxes and federal or state income taxes to the extent such taxes are imposed in respect of the Bonus Payment, such that the Optionee shall be in the same after-tax position and shall have received the same benefits that he would have received if the Excise Taxes had not been imposed. For purposes of calculating any income taxes attributable to the Bonus Payment, the Optionee shall be deemed for all purposes to be paying income taxes at the highest marginal federal income tax rate, taking into account any applicable surtaxes and other generally applicable taxes which have the effect of increasing the marginal federal income tax rate and, if applicable, at the highest marginal state income tax rate to which the Bonus Payment and the Optionee are subject.

(ii) An example of the calculation of the Bonus Payment is set forth below: Assume that the Excise Tax rate is 20%, that the highest federal marginal income tax rate is 36% and that the Optionee

is not subject to state income taxes. Assume that the Optionee has received an excess parachute payment in the amount of \$1,000,000, on which \$200,000 in Excise Taxes are payable. The amount of the required Bonus Payment is \$454,545.45. The Bonus Payment, less Excise Taxes of \$90,909.09 and income taxes of \$163,636.36, yields \$200,000.00, the amount of the Excise Taxes payable in respect of the excess parachute payment.

(c) The Optionee agrees to cooperate reasonably with the Company to minimize the amount of the excess parachute payments, including without limitation assisting the Company in establishing that some or all of the payments received by the Optionee contingent on a change described in Section 280G(b)(2)(A)(i) of the Code are reasonable compensation for personal services actually rendered by the Optionee before the date of such change or to be rendered by the Optionee on or after the date of such change. In the event that the Company is able to establish that the amount of the excess parachute payments is less than originally anticipated by

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the Optionee, the Optionee shall refund to the Company any excess Bonus Payment to the extent not required to pay Excise Taxes or income taxes (including those incurred in respect of the payment of the Bonus Payment). Notwithstanding the foregoing, the Optionee shall not be required to take any actions which his tax advisor advises him in writing (i) is improper or (ii) exposes the Optionee to material personal liability, and the Optionee may require the Company to deliver to the Optionee an indemnification agreement in form and substance satisfactory to the Optionee as a condition to taking any action required by this Section 3.

(d) The Company shall make any payment required to be made under this Agreement in cash and on demand. Any payment required to be paid by the Company under this Agreement which is not paid within five days of receipt by the Company of the Optionee's demand therefor shall thereafter be deemed delinquent, and the Company shall pay to the Optionee immediately upon demand interest at the highest nonusurious rate per annum allowed by applicable law from the date such payment becomes delinquent to the date of payment of such delinquent sum.

(e) In the event that there is any change to the Code which results in the recodification of Section 280G or Section 4999 of the Code, or in the event that either such section of the Code is amended, replaced or supplemented by other provisions of the Code of similar import ("Successor Provisions"), then this Agreement shall be applied and enforced with respect to such new Code provisions in a manner consistent with the intent of the parties as expressed herein, which is to assure that the Optionee is in the same

after-tax position and has received the same benefits that he would have been in and received if any taxes imposed by Section 4999 or any Successor Provisions had not been imposed.

(f) There shall be no right of set-off or counterclaim, in respect of any claim, debt or obligation, against any payments required under this Section 20 to the Optionee provided for in this Agreement. No right or interest to or in any payments required under this Section 20 shall be assignable by the Optionee; provided, however, that this provision shall not preclude him from designating one or more beneficiaries to receive any amount that may be payable after his death and shall not preclude the legal representative of his estate from assigning any right hereunder to the person or persons entitled thereto under his will or, in the case of intestacy, to the person or persons entitled thereto under the laws of intestacy applicable to his estate. The term "beneficiary" as used in this Agreement shall mean a beneficiary or beneficiaries so designated to receive any such amount or, if no beneficiary has been so designated, the legal representative of the Optionee's estate. No right, benefit or interest under this Section 20 shall be subject to anticipation, alienation, sale, assignment, encumbrance, charge, pledge, hypothecation, or set-off in respect of any claim, debt or obligation, or to execution, attachment, levy or similar process, or assignment by operation of law. Any attempt, voluntary or involuntary, to effect any action specified in the immediately preceding sentence shall, to the full extent permitted by law, be null, void and of no effect.

21. Successors to the Company. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Company and any successor of the

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Company, including, without limitation, any corporation or other entity acquiring directly or indirectly all or substantially all of the assets of the Company whether by merger, consolidation, sale or otherwise (and such successor shall thereafter be deemed "the Company" for the purposes of this Agreement), but shall not otherwise be assignable by the Company.

IN WITNESS WHEREOF, this Stock Option Plan and Agreement is executed, subject to shareholder approval as set forth herein, effective as of the 8th day of May, 1995.

KENT ELECTRONICS CORPORATION

By: /s/ Morrie K. Abramson

OPTIONEE

/s/ Mark A. Zerbe

Mark A. Zerbe

KENT ELECTRONICS CORPORATION
STOCK OPTION PLAN AND AGREEMENT
FOR VICE PRESIDENT, SECRETARY AND TREASURER

1. Grant. Under the terms, provisions, and conditions of this Stock Option Plan and Agreement by and between Kent Electronics Corporation (the "Company"), and Stephen J. Chapko (the "Optionee"), the Company hereby grants to Optionee the option to purchase 18,750 shares of the Company's Common Stock, without par value (the "Stock"), at the option price specified herein, subject to adjustment as provided herein (the "Option"). The Option is not an "incentive stock option" as described in Section 422 of the Internal Revenue Code of 1986, as amended (the "Code").

2. Duration of Option and Option Price. The Option shall be for a term commencing on the date hereof and ending fifteen (15) years from the date hereof. The option price payable by the Optionee upon exercise of the Option as to each share subject to the Option will be \$14.50, which equals one-half of the closing price of one share of the Stock, as reported by the New York Stock Exchange, on the date hereof.

3. Amount Exercisable and Schedule of Exercisability. Except as otherwise provided herein, this Option may be exercised as to 1,875 shares, on and after May 1, 1999; as to an additional 3,750 shares, on and after May 1, 2000; as to an additional 5,625 shares, on and after May 1, 2001; and as to all remaining shares, on and after May 1, 2002. This Option shall immediately become fully vested and exercisable as to all shares subject hereto upon the death or Disability (as hereinafter defined) of Optionee, or upon the occurrence of a "Change in Control" (as hereinafter defined), or upon the Company's termination of its employment of Optionee at the election of the Company, or upon Optionee's termination of his employment by the Company for "Good Reason" (as defined herein at Section 11), or such earlier date as set forth in Section 9 hereof. The Option may be exercised, so long as it is valid and outstanding, from time to time in whole (as to shares then exercisable) or in part; provided, however, no fractional shares of Stock shall be issued. The Option is cumulative, and may be exercised as to any or all shares of Stock covered hereby from and after the time it becomes exercisable as to such shares through the date of termination of the Option.

4. Exercise of Options. The Option shall be exercisable, in whole or in part, by the delivery of written notice to the Company setting forth the number of shares of Stock with respect to which the Option is to be exercised. In order to be effective, such written notice shall be accompanied

at the time of its delivery to the Company by payment of the option price for such shares of Stock, which payment shall be made (a) in cash or by personal check, cashier's check, certified check, or postal or express money order payable to the order of the Company in an amount (in United States dollars) equal to the option price multiplied by the number of shares of Stock with respect to which the Option is exercised or (b) in shares of Stock as set forth in this Section 4. Such notice may be delivered in person or by messenger or courier service to the Secretary of the Company, or shall be sent by registered mail, return receipt requested, to the Secretary of the Company, and in all such cases delivery shall be deemed to have been made on the date such notice is received.

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At the time when the Optionee (or other holder of the Option pursuant to Section 5) makes payment to the Company for the shares of Stock issuable upon the exercise of the Option, the Company may require the Optionee to pay to the Company an additional amount equal to any federal, state or local taxes (which the Company deems necessary or appropriate to be withheld in connection with the exercise of such Option) in such forms of payment as are described in the first paragraph of this Section 4. In the event that Optionee does not pay to the Company any such amount required for withholding taxes, to the extent applicable, the employer (for payroll tax purposes) of Optionee shall have the right to withhold such required amount from any sum payable, or to become payable, to Optionee, upon such terms and conditions as the Company in its discretion shall prescribe.

Payment of the option price may be made, in whole or in part, in shares of Stock previously held by the Optionee (or other holder of the Option pursuant to Section 5). If payment is made in whole or in part in shares of Stock, then the Optionee (or other holder of the Option pursuant to Section 5) shall deliver to the Company, in payment of the option price of the shares of Stock with respect to which such Option is exercised, (i) certificates registered in the name of such Optionee (or other holder of the Option pursuant to Section 5) representing a number of shares of Stock legally and beneficially owned by such Optionee (or other holder of the Option pursuant to Section 5), free of all liens, claims and encumbrances of every kind, such certificates to be accompanied by stock powers duly endorsed in blank by the record holder of the shares represented by such certificates; and (ii), if the option price of the shares of Stock with respect to which such Option is to be exercised exceeds the fair market value of such shares of Stock, cash or a personal check, cashier's check, certified check, or postal or express money order payable to the order of the Company in an amount (in United States dollars) equal to the amount of such excess. If the fair market value of such Shares of Stock delivered to the Company exceeds the option price of the shares of Stock with respect to which such Option is to be exercised, the Company shall promptly deliver, or cause to be delivered, to Optionee a replacement share certificate representing the number of shares of Stock in excess of those surrendered in payment of the option price.

As promptly as practicable after the receipt by the Company of (i)

such written notice from the Optionee (or other holder of the Option pursuant to Section 5) setting forth the number of shares of Stock with respect to which such Option is to be exercised, (ii) payment of the option price of such shares in the form required by the foregoing provisions of this Section 4, and (iii) an amount equal to any federal, state or local taxes which the Company deems necessary or appropriate to be withheld incident to the exercise of the Option, the Company shall cause to be delivered to such Optionee (or other holder of the Option pursuant to Section 5) certificates representing the number of shares of Stock with respect to which such Option has been so exercised.

All proceeds received pursuant to the exercise of the Option shall be added to the general funds of the Company to be used for any corporate purpose.

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For purposes of determining the value of shares of Stock delivered in payment of all or any portion of the option price pursuant to this Section 4, the "fair market value" of such shares shall equal the average of the daily averages of the high and low sales price per share of the Stock as reported by the New York Stock Exchange (or such other principal exchange or market on which the Stock is traded as of the applicable dates) on each day on which such trades are reported of the five trading days prior to Optionee's exercise of the Option.

5. Transferability of Option. The Option shall not be subject to sale, assignment or transfer, other than by will or by the laws of descent and distribution or pursuant to a qualified domestic relations order as defined in the Code. The designation of a beneficiary by Optionee shall not constitute a transfer. The Option shall be exercisable (i) during Optionee's lifetime, only by Optionee (or in the event of his incapacity, by his legal representative) or (ii) following Optionee's death, by such persons as set forth in Section 6.

6. Termination of Options in Certain Cases. In the event of the death of the Optionee while in the employ of the Company (or while affiliated with the Company in the discretion of the Board), the Option shall become fully vested and shall terminate on the earlier of (i) the date of expiration of the Option, or (ii) twelve (12) months following the date of Optionee's death. After the death of the Optionee, his executors, administrators or any person(s) to whom the Option was transferred by will or by the laws of descent and distribution, shall have the right, at any time prior to the expiration of the period described in the first sentence of this paragraph, to exercise the Option.

If, before the date of expiration of the Option, the Optionee shall be retired in good standing from the employ of the Company (or from another affiliation with the Company in the discretion of the Board) including

retirement for reasons of Disability, the Option shall terminate on the earlier of (i) the date of expiration of the Option, or (ii) three (3) years following the date of such retirement. As used herein, the term "Disability" shall mean a total and permanent disability resulting from a mental or physical incapacity which prevents Optionee from performing the full scope of his duties for the Company (as such duties exist on the date immediately prior to the occurrence of such incapacity) and lasting or expected to last for a period of at least 180 days. Disability shall be determined in good faith by the Board of Directors of the Company based on the opinion of a licensed physician. In the event of such retirement, the Optionee (or, in the event of his incapacity, his legal representative) shall have the right, at any time prior to the expiration of the period described in the first sentence of this paragraph, to exercise the Option to the same extent to which he was entitled to exercise it immediately prior to such retirement (and, in the case of retirement for Disability or under circumstances constituting a termination of Optionee's employment by the Company at the Company's election, the Option shall fully vest and become exercisable, as set forth herein).

If, before the date of expiration of the Option, the Optionee's employment by the Company shall be terminated by the Company at its election, or shall be terminated by Optionee for Good Reason, this Option shall immediately vest fully and become exercisable as to all shares covered hereby. In such event, Optionee shall have the right to exercise the Option at

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any time prior to the earlier of (i) the date of expiration of the Option or (ii) twelve (12) months following the date of such termination of employment.

If, before the date of expiration of the Option, the Optionee's employment or other affiliation with the Company terminates at the election of Optionee for any reason other than Good Reason (other than in connection with Optionee's retirement in accordance with the second paragraph of this Section 6), the Option shall terminate on the earlier of (i) the date of expiration of such Option, or (ii) ninety (90) days after the date of termination of the Optionee's employment or other affiliation with the Company. In such event, the Option shall be exercisable and shall vest as to all shares that, pursuant to the schedule set forth in Section 3 hereof, become exercisable on or prior to the date of termination of the Option.

For purposes of this Stock Option Plan and Agreement, employment by the Company shall include employment by any subsidiary of the Company.

7. No Rights as Shareholder. No holder of the Option shall have any rights as a shareholder with respect to shares covered by the Option until the date of exercise of the Option as to such shares; and, except as otherwise

provided in Section 9 hereof, no adjustment for dividends, or otherwise, shall be made if the record date therefor is prior to the date of such exercise.

8. Employment or Affiliation Obligation. The grant of this Option shall not impose upon the Company any obligation to employ or to continue any employment or other affiliation with the Optionee. The right of the Company to terminate its employment or affiliate relationship with any person, including the Optionee, shall not be diminished or affected by reason of the fact that this Option has been granted.

9. Changes in the Company's Capital Structure. The existence of the Option shall not affect in any way the right or power of the Company or its shareholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business, or any merger or consolidation of the Company, or any issue of bonds, debentures, preferred or prior preference stock ahead of, or affecting, the Stock or the rights thereof, or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

The number of shares covered by this Option and the price per share thereof shall be proportionately adjusted for any increase or decrease in the number of issued shares of Stock resulting from the subdivision or consolidation of shares or any other capital adjustment, the payment of a stock dividend or any other increase in such shares effected without receipt of consideration by the Company or any other decrease therein effected without a distribution of cash, property, or other securities in connection therewith.

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If (i) the Company is merged into or consolidated with another corporation under circumstances where the Company is not the surviving corporation or where the Stock is converted into other securities, cash or other property in connection with such merger or consolidation, (ii) the Company is recapitalized in such a manner that shares of Stock are converted into or exchanged for other securities of the Company, (iii) the Company sells or otherwise disposes of substantially all its assets to another person, corporation or entity, or (iv) a tender offer is announced that, if successfully completed, would result in a Change in Control, then in any such case, on a date at least 30 days prior to the effective date of any such merger, consolidation, recapitalization, exchange, sale or acquisition or tender offer (or, in the case of such tender offer, on such later date as is practicable, but in any such case at least ten days prior to the termination of such tender offer), as the case may be, any limitations as to amount exercisable each year shall be modified so that Option from and after such date shall be exercisable in full. In addition, with respect to any event described

in the preceding sentence, after the effective date of such merger, consolidation, recapitalization, exchange, sale or acquisition, as the case may be, Optionee shall be entitled, upon exercise of such Option to receive in lieu of shares of Stock, shares of such stock or other securities of the Company or the surviving or acquiring corporation or such other property at the rate per share as the holders of shares of Stock received pursuant to the terms of the merger, consolidation, exchange, recapitalization, sale or acquisition.

Except as hereinbefore expressly provided, the issue by the Company of shares of stock of any class or securities convertible into shares of stock of any class for cash or property or for labor or services, either upon direct sale or upon the exercise of rights or warrants to subscribe therefor, or upon conversion of shares or obligations of the Company convertible into such shares or other securities, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number, class or price of shares of Stock then subject to the Option.

10. Change in Control. A "Change in Control" shall be deemed to have occurred on the earliest of the following dates:

(i) The date any entity or person (including a "group" as defined in Section 13(d)(3) of the Securities Exchange Act of 1934) shall have become the beneficial owner of, or shall have obtained voting control over, thirty percent (30%) or more of the outstanding common shares of the Company;

(ii) The date the shareholders of the Company approve a definitive agreement (A) to merge or consolidate the Company with or into another corporation, in which the Company is not the continuing or surviving corporation or pursuant to which any common shares of the Company would be converted into cash, securities or other property of another corporation, other than a merger of the Company in which holders of common shares immediately prior to the merger have the same proportionate ownership of common stock of the surviving corporation immediately after the merger as immediately before, or (B) to sell or otherwise dispose of substantially all the assets of the Company; or

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(iii) The first date as of which Continuing Directors (as defined in Article IX of the Company's Articles of Incorporation) fail to constitute a majority of the members of the Company's Board of Directors.

11. Termination of Employment by Optionee for Good Reason. For purposes of this Stock Option Plan and Agreement a termination of Optionee's

employment for "Good Reason" shall be deemed to occur if Optionee tenders his resignation to the Board of Directors after there has been a significant and material diminishment in the nature and scope of the authority, power, function and duty attached to Optionee's management position with the Company as of the effective date of this Agreement (which shall include, but not be limited to, the appointment of any officer to whom Optionee shall report other than the Chairman of the Board and Chief Executive Officer or the President and Chief Operating Officer), and such diminishment lasts for at least thirty (30) consecutive days and is not cured or corrected by the Company within ten (10) days after Optionee provides notice of same to the Company pursuant to the notice provisions hereof. Executive's termination of his employment with the Company for Good Reason may take place at any time after the events set forth in the preceding sentence have occurred, and such termination need not be effected within any specified time period after the occurrence of such events. Such termination for Good Reason shall result in the Option immediately becoming fully vested and exercisable as to all shares covered hereby.

12. Limited Stock Appreciation Rights. Notwithstanding any other provisions in this Stock Option Plan and Agreement, upon the occurrence of any Change in Control, and thereafter so long as this Option is in effect, Optionee shall have the right to require the Company (or if the Company is not the survivor of a merger, consolidation or reorganization, such survivor) to purchase from him any or all unexercised options granted under this Stock Option Plan and Agreement at a purchase price equal to (i) the excess of the Change in Control Price (as hereinafter defined) per share over the option price per share multiplied by (ii) the number of shares subject to the Option specified by the Optionee for purchase in a written notice to the Company or such survivor, addressed to the attention of the Corporate Secretary.

For purposes of this Stock Option Plan and Agreement, the term "Change in Control Price" of shares of Stock shall mean (a) except in the case of a Change in Control that results from a merger, consolidation or reorganization in which the Company is not the survivor or shares of Stock are converted into cash or other securities or other assets (a "Termination Merger"), the higher of (I) the highest sales price per share of the Stock on the New York Stock Exchange (or if the Company's Stock is not then traded on the New York Stock Exchange, on the principal exchange or market where such Stock is actively traded) on the trading days during the thirty (30) days immediately preceding the date the Optionee so notified the Company of his election pursuant to the preceding paragraph or (II) the highest sales price per share of the Stock on the New York Stock Exchange (or if the Company's Stock is not then traded on the New York Stock Exchange, on the principal exchange or market where such stock is actively traded) on the trading days during the thirty (30) days immediately preceding the date of the Change in Control; and (b) in the case of a Change in Control that results from a Termination Merger, the higher of (I) the fair market value of the consideration receivable per share by holders of Stock

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of the Company in such Termination Merger (which fair market value as to any securities included in such consideration shall be the highest sales price per unit of such security on the principal exchange or market where such security is actively traded on the trading days during the thirty (30) days immediately preceding the date of the Termination Merger, and as to any such security not actively traded in any market, and as to all other property included in such consideration, shall be the fair market value determined by the Committee (hereinafter defined) in good faith exercised in a reasonable manner) or (II) the amount determined pursuant to clause (a) (II) of this Section 12. The amount payable to Optionee by the Company or the survivor in a Termination Merger, as the case may be, shall be paid in cash or by certified check, and shall be reduced by the amount of any taxes required to be withheld.

13. Administration. This Stock Option Plan and Agreement shall be administered by a committee of at least two persons to be appointed by the Board of Directors of the Company (the "Committee"). All members of the Committee shall be persons who are "disinterested persons," as set forth in Rule 16b-3 under the Securities Exchange Act of 1934, as amended, or any successor rule thereto ("Rule 16b-3"). Meetings shall be held at such times and places as shall be determined by the Committee. A majority of the members of the Committee shall constitute a quorum for the transaction of business, and the vote of a majority of those members present at any meeting shall decide any question brought before the meeting. No member of the Committee shall be liable for any act or omission of any other member of the Committee or for any act or omission on his own part, including but not limited to the exercise of any power or discretion given to him under this Stock Option Plan and Agreement, except those resulting from his own gross negligence or willful misconduct.

14. Notices. Any notice, consent, request or other communication ("Notice") required or permitted to be given hereunder shall be in writing. Such Notice shall be (a) personally delivered or delivered by messenger, or (b) mailed by certified mail, return receipt requested, postage prepaid, or (c) sent by telecopy or the equivalent (provided, however, that the original Notice of which a facsimile has been transmitted shall in all cases be delivered to the addressee within two (2) business days following such transmission). Notices given hereunder shall be addressed as follows:

If to Company:

Kent Electronics Corporation
7433 Harwin Drive
Houston, Texas 77036
Attention: Secretary

If to Optionee:

Stephen J. Chapko
Kent Electronics Corporation
7433 Harwin Drive
Houston, Texas 77036

Any Notice given in accordance herewith shall be deemed effective and to have been received by the party to whom such Notice is directed (a) upon

delivery, if delivered personally or by messenger or sent by telecopy or the equivalent, or (b) three (3) days after the date of deposit in the U.S. Mail, if sent by mail and the return receipt is received by the sender, or

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upon actual receipt by the party receiving Notice in the event that such return receipt is not received by the sender.

15. Amendment. This Stock Option Plan and Agreement may be modified or amended only by a written instrument executed by Company and Optionee, and any such modification or amendment may be authorized on behalf of the Company by the Committee; provided, however, that so long as Optionee and the Company desire that this Stock Option Plan and Agreement comply with Rule 16b-3, or any successor or similar provisions thereto, any such amendment that would require the vote or approval of a specified percentage of the Company's shareholders in order to assure that this Stock Option Plan and Agreement complies with Rule 16b-3, or any successor or similar provisions thereto, shall only be made upon obtaining such required shareholder vote, or taking such other action in connection with such amendment as the Board of Directors or such authorized Committee deems advisable to operate this Stock Option Plan and Agreement in accordance with Rule 16b-3 or such successor or similar rule. However, no termination or amendment of this Stock Option Plan and Agreement may, without the consent of the Optionee, adversely affect the rights of Optionee as to any portion of the Option then outstanding.

16. Severability. In the event that any provision of this Stock Option Plan and Agreement shall be held illegal, invalid, or unenforceable for any reason, such provision shall be fully severable, but shall not affect the remaining provisions hereof, and this Stock Option Plan and Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had not been included herein.

17. Gender, Tense and Headings. Whenever the context so requires, words of the masculine gender used herein shall include the feminine and neuter, and words used in the singular shall include the plural. Section headings as used herein are inserted solely for convenience and reference and are not to be interpreted as part of the construction of this Stock Option Plan and Agreement.

18. Governing Law. The provisions of this Stock Option Plan and Agreement shall be construed according to the laws of the State of Texas, except as superseded by federal law. This Agreement is performable in Harris County, Texas. In the event that any dispute arises under this Agreement, the Optionee shall have the right, in addition to all other rights and remedies provided by law, at his election to seek arbitration in Houston, Texas under

the rules of the American Arbitration Association by serving a notice to arbitrate upon the Company, or to institute a judicial proceeding in a court of competent jurisdiction located in Harris County, Texas. In the event that the Company institutes any legal proceeding against the Optionee to resolve a dispute under this Agreement, the Optionee shall have the right either to seek arbitration in Houston, Texas or to institute a judicial proceeding in a court located in Harris County, Texas, as provided in the preceding sentence, and the Company shall dismiss its proceeding or take such other action as may be reasonably requested by the Optionee in order for such proceeding to be brought in the forum selected by the Optionee in accordance with the preceding sentence.

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19. Shareholder Approval. This Stock Option Plan and Agreement is subject to approval and ratification by the vote of the holders of a majority of shares of Stock present in person or by proxy and entitled to vote at a meeting of shareholders of the Company. If such shareholder approval is not received on or before December 31, 1995, the Option shall be null and void.

20. Requirement of Bonus Payment In Certain Circumstances. (a) In the event that the Optionee is deemed to have received an excess parachute payment (as such term is defined in Section 280G(b) of the Internal Revenue Code of 1986, as amended (the "Code")) which is subject to the excise taxes (the "Excise Taxes") imposed by Section 4999 of the Code in respect of any payment of compensation to the Optionee from the Company pursuant to this Stock Option Plan and Agreement, whether in the form of cash, property, stock, stock options, securities or otherwise, the Company shall make the Bonus Payment to the Optionee promptly after the date on which the Optionee received or is deemed to have received any excess parachute payments.

(b) (i) The term "Bonus Payment" means a cash payment in an amount equal to the sum of (A) all Excise Taxes payable by the Optionee, plus (B) all additional Excise Taxes and federal or state income taxes to the extent such taxes are imposed in respect of the Bonus Payment, such that the Optionee shall be in the same after-tax position and shall have received the same benefits that he would have received if the Excise Taxes had not been imposed. For purposes of calculating any income taxes attributable to the Bonus Payment, the Optionee shall be deemed for all purposes to be paying income taxes at the highest marginal federal income tax rate, taking into account any applicable surtaxes and other generally applicable taxes which have the effect of increasing the marginal federal income tax rate and, if applicable, at the highest marginal state income tax rate to which the Bonus Payment and the Optionee are subject.

(ii) An example of the calculation of the Bonus Payment is set forth below: Assume that the Excise Tax rate is 20%, that the highest federal marginal income tax rate is 36% and that the Optionee is not subject to state income taxes. Assume that the Optionee has received an excess parachute payment in the amount of \$1,000,000, on which \$200,000 in Excise Taxes are payable. The amount of the required Bonus Payment is \$454,545.45. The Bonus Payment, less Excise Taxes of \$90,909.09 and income taxes of \$163,636.36, yields \$200,000.00, the amount of the Excise Taxes payable in respect of the excess parachute payment.

(c) The Optionee agrees to cooperate reasonably with the Company to minimize the amount of the excess parachute payments, including without limitation assisting the Company in establishing that some or all of the payments received by the Optionee contingent on a change described in Section 280G(b)(2)(A)(i) of the Code are reasonable compensation for personal services actually rendered by the Optionee before the date of such change or to be rendered by the Optionee on or after the date of such change. In the event that the Company is able to establish that the amount of the excess parachute payments is less than originally anticipated by

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the Optionee, the Optionee shall refund to the Company any excess Bonus Payment to the extent not required to pay Excise Taxes or income taxes (including those incurred in respect of the payment of the Bonus Payment). Notwithstanding the foregoing, the Optionee shall not be required to take any actions which his tax advisor advises him in writing (i) is improper or (ii) exposes the Optionee to material personal liability, and the Optionee may require the Company to deliver to the Optionee an indemnification agreement in form and substance satisfactory to the Optionee as a condition to taking any action required by this Section 3.

(d) The Company shall make any payment required to be made under this Agreement in cash and on demand. Any payment required to be paid by the Company under this Agreement which is not paid within five days of receipt by the Company of the Optionee's demand therefor shall thereafter be deemed delinquent, and the Company shall pay to the Optionee immediately upon demand interest at the highest nonusurious rate per annum allowed by applicable law from the date such payment becomes delinquent to the date of payment of such delinquent sum.

(e) In the event that there is any change to the Code which results in the recodification of Section 280G or Section 4999 of the Code, or in the event that either such section of the Code is amended, replaced or supplemented by other provisions of the Code of similar import ("Successor

Provisions"), then this Agreement shall be applied and enforced with respect to such new Code provisions in a manner consistent with the intent of the parties as expressed herein, which is to assure that the Optionee is in the same after-tax position and has received the same benefits that he would have been in and received if any taxes imposed by Section 4999 or any Successor Provisions had not been imposed.

(f) There shall be no right of set-off or counterclaim, in respect of any claim, debt or obligation, against any payments required under this Section 20 to the Optionee provided for in this Agreement. No right or interest to or in any payments required under this Section 20 shall be assignable by the Optionee; provided, however, that this provision shall not preclude him from designating one or more beneficiaries to receive any amount that may be payable after his death and shall not preclude the legal representative of his estate from assigning any right hereunder to the person or persons entitled thereto under his will or, in the case of intestacy, to the person or persons entitled thereto under the laws of intestacy applicable to his estate. The term "beneficiary" as used in this Agreement shall mean a beneficiary or beneficiaries so designated to receive any such amount or, if no beneficiary has been so designated, the legal representative of the Optionee's estate. No right, benefit or interest under this Section 20 shall be subject to anticipation, alienation, sale, assignment, encumbrance, charge, pledge, hypothecation, or set-off in respect of any claim, debt or obligation, or to execution, attachment, levy or similar process, or assignment by operation of law. Any attempt, voluntary or involuntary, to effect any action specified in the immediately preceding sentence shall, to the full extent permitted by law, be null, void and of no effect.

21. Successors to the Company. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Company and any successor of the

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Company, including, without limitation, any corporation or other entity acquiring directly or indirectly all or substantially all of the assets of the Company whether by merger, consolidation, sale or otherwise (and such successor shall thereafter be deemed "the Company" for the purposes of this Agreement), but shall not otherwise be assignable by the Company.

IN WITNESS WHEREOF, this Stock Option Plan and Agreement is executed, subject to shareholder approval as set forth herein, effective as of the 8th day of May, 1995.

KENT ELECTRONICS CORPORATION

By: /s/ Morrie K. Abramson

Morrie K. Abramson, Chairman and
Chief Executive Officer

OPTIONEE

/s/ Stephen J. Chapko

Stephen J. Chapko

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KENT ELECTRONICS CORPORATION
DEFERRED COMPENSATION PLAN

Kent Electronics Corporation (hereinafter referred to as the "Company") hereby establishes the following Plan:

W I T N E S S E T H:

WHEREAS, the Company desires to establish an executive deferred compensation plan primarily for the purpose of providing deferred compensation for a select group of management or highly compensated Associates of the Company; and

WHEREAS, it is the intention of the Company that the plan and the related grantor trust will be considered to be unfunded for tax purposes and for purposes of Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and that all benefits paid under the plan shall be payable either from the related grantor trust or the general assets of the Employer.

NOW, THEREFORE, the Company does hereby establish the Kent Electronics Corporation Deferred Compensation Plan ("Plan") to provide for certain deferred compensation benefits to a select group of management or highly compensated Associates.

ARTICLE 1.
DEFINITIONS

The following definitions shall govern this Plan:

(a) ASSOCIATE shall mean a person who is employed by the Company.

(b) BENEFICIARY means the person or persons designated in writing to receive benefits, if any, upon the death of the Participant. If no such designation is made or if the designated person is not living at the death of the Participant, the designated Beneficiary shall be the deceased Participant's spouse, if living, otherwise the children born of the marriage of the Associate and spouse, and any children legally adopted by them, if living, otherwise the personal representative, executors, or administrators of the Participant's estate. Notwithstanding the preceding sentence, the designated Beneficiary of a Participant married at date of death shall be the Participant's spouse unless the Associate's spouse has consented in writing to the Participant's naming a non-spouse Beneficiary. The consent of the spouse to a non-spouse Beneficiary shall be irrevocable by the spouse. In the event an unmarried Participant marries, such Participant's designated Beneficiary shall be the Participant's spouse regardless of an

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existing Beneficiary designation which shall be deemed revoked as of the date of marriage unless consented to in writing by the Participant's spouse.

(c) BOARD OF DIRECTORS shall mean the Board of Directors of Kent Electronics Corporation.

(d) CHANGE IN CONTROL shall mean a Change in Control, as defined in the Trust Agreement.

(e) COMMITTEE shall mean the administrative committee appointed by the Board of Directors to administer the Plan. The initial committee members shall be Morrie K. Abramson and James F. Corparron.

(f) COMPANY shall mean Kent Electronics Corporation.

(g) COMPENSATION shall mean the Participant's total wages, salaries, fees for professional service and other amounts received for personal services actually rendered in the course of employment with the Company, including commissions, compensation based on a percentage of profits, tips, bonuses and elective contributions. Elective contributions are amounts excludable from the Participant's gross income under Section Section 125, 402(e)(3), 402(h) or 403(b) and contributed by the Company, at the Participant's election, to a Section 401(k) arrangement, a Simplified Employee Pension, a cafeteria plan or a tax-sheltered annuity.

(h) DEFERRED COMPENSATION ACCOUNT (hereinafter the "Account") means the liability account maintained by the Company on behalf of the Participant in order to recognize and account for the benefits payable under the Plan.

(i) DISABILITY means a Disability, as determined by the Kent Electronics Corporation Group Long Term Disability Plan.

(j) PARTICIPANT means each Associate whom the Committee has determined to be part of a select group of management or highly compensated Associates of the Company. Only those Associates who are determined to be Participants shall be eligible to participate in the Plan.

(k) PLAN shall mean this Kent Electronics Corporation Deferred Compensation Plan.

(l) PLAN YEAR means the Company's fiscal year (i.e., the 12-month period which begins on the Sunday following the Saturday which is closest to March 31, and ends on the Saturday which is closest to the following March 31). However, the first Plan Year shall be from July 3, 1994 to the Saturday closest to March 31, 1995.

(m) SALARY means the portion of a Participant's Compensation other than bonuses.

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(n) TRUST shall mean the grantor trust established pursuant to the Trust Agreement.

(o) TRUST AGREEMENT shall mean the Trust Agreement for Kent Electronics Corporation Deferred Compensation Plan entered into on July 28, 1994, by and between the Company and Texas Commerce Bank National Association.

(p) TRUSTEE shall mean Texas Commerce Bank National Association or any successor Trustee under the Trust Agreement.

ARTICLE 2. DEFERRED COMPENSATION

PARTICIPANT DEFERRALS: Each Plan Year, a Participant may elect to defer receipt of a portion of the Compensation otherwise payable to the Participant by the Company. The Participant may elect to defer a specified dollar amount or percentage of the Participant's Salary which would otherwise be payable to the Participant by the Company during such Plan Year. Such deferred amount shall not be less than 3% of the Participant's Salary for the Plan Year. Such deferral election shall be in writing, shall be signed by the Participant, and shall be delivered to the Company prior to the first day of the Plan Year in which the Salary to be deferred would otherwise be earned unless the Participant first becomes eligible under this Plan during the Plan Year, in which event the Participant may enter into a deferral agreement during the Plan Year, but such agreement shall only be effective with respect to Salary to be earned after the date such agreement has been executed and delivered to the Company.

The Participant may also elect to defer a portion of any bonus earned during the Plan Year (regardless of whether such bonus is paid during or after the Plan Year). Such deferral election shall be in writing, shall be signed by the Participant, and shall be delivered to the Company prior to the first day of the Plan Year for which the bonus to be deferred would otherwise be earned.

Notwithstanding anything herein to the contrary, a Participant's total Participant Deferrals for a Plan Year shall not exceed 25% of the Participant's total Compensation earned during the Plan Year (the "Maximum Deferral"). As of the later of (i) the last day of the Plan Year, or (ii) the earliest date on which the actual amount of each Participant's Compensation with respect to such Plan Year can be determined, the Committee shall calculate the Maximum Deferral for each Participant. If the total Participant Deferrals elected by any Participant exceed that Participant's Maximum Deferral for that Plan Year, the excess shall be treated in the following manner:

- 1) To the extent the Participant has elected to defer a portion of

any bonus which has not yet been paid, such deferral shall be reduced (but not below 0) by the amount of the excess; and

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- 2) An amount equal to the excess remaining after application of paragraph 1 above shall be distributed to the Participant from the Participant's Account. For accounting purposes, distribution of excess deferrals shall be made on a "last in, first out" basis.

An election by the Participant to defer Compensation shall be irrevocable with respect to Compensation earned which would otherwise be payable for a particular Plan Year. A Participant's election to defer Compensation shall continue in full force and effect in subsequent Plan Years unless a Participant elects in writing to modify or revoke such election by furnishing written notice of such modification or revocation to the Company prior to the first day of the Plan Year for which such modification or revocation is to apply. In the event the Participant ceases to defer Compensation under the Plan, distribution of the Participant's Account shall not be made until such time as the Participant would otherwise be entitled to a distribution in accordance with Article 6, but such Account shall continue to be adjusted on each Allocation Date (as defined in Article 3) in accordance with the provisions described herein.

COMPANY MATCHING CONTRIBUTION: Participants who elect to defer a portion of their Compensation shall have their Account credited with a Company Matching Contribution equal to 50% of the first 6% of Compensation which the Participant elects to defer; provided, however, that the Participant must elect to defer at least 6% of the Participant's Salary to receive a Company Matching Contribution with respect to any bonus amounts deferred.

ARTICLE 3.

ACCOUNTING AND EARNINGS ON DEFERRED COMPENSATION

Compensation deferred by a Participant pursuant to this Plan shall be credited to the Participant's Account as of the date or dates on which such Compensation would have been paid in accordance with the Employer's normal payroll practices. Company Matching Contributions shall be credited to the Participant's Account as of the date or dates on which the Compensation being matched would have been paid in accordance with such payroll practices (provided the Participant is eligible for such Company Matching Contribution). Participant Deferrals (and the Hypothetical Earnings or Losses thereon) shall be accounted for separately from Company Matching Contributions (and any Hypothetical Earnings thereon).

Within a reasonable period of time after the last day of each Plan Year, the Company shall furnish the Participant with an annual statement of the Participant's Account as of the last day of such Plan Year. The Company shall credit the Participant's Account with the Hypothetical Earnings or Losses

allocable to the Participant's Account as of the last day of each quarter of each Plan Year (the "Allocation Date"). For purposes of the foregoing allocation, Hypothetical Earnings or Losses shall mean the return, net of investment fee and fund expenses, which would have been earned had the Participant Deferrals portion of the Participant's Account

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(and any Hypothetical Earnings or Losses previously allocated thereto) been invested in the Pacific Mutual Fund(s) selected by the Participant, and had the Company Matching Contributions portion of such Account (and any Hypothetical Earnings previously allocated thereto) been invested in a fund which earned interest equal to the average of the Moody's Bond Index Rate for the prior calendar year.

Participants shall be allowed to elect, prior to the first day of each Plan Year, the Pacific Mutual Fund(s) upon which Hypothetical Earnings or Losses on the Participant Deferrals portion of the Participant's Account for the upcoming Plan Year shall be based. A Participant may elect to have all or any portion (in 10% increments) of the Participant Deferrals portion of his Account credited with earnings or losses at the return rate, net of investment fee and fund expenses, of the following funds (determined on the basis of the average return for the prior quarter):

Managed Bond Fund
Government Securities Fund
Long Term Growth Fund
Equity Income Fund
International Fund

ARTICLE 4.
GENERAL CREDITOR STATUS OF PARTICIPANT
ASSET OWNERSHIP

The Participant shall be regarded as an unsecured general creditor of the Company with respect to any rights derived by the Participant from the existence of this Plan or the existence of the Trust.

Legal title to and beneficial ownership of any assets which the Company may use to pay deferred compensation benefits hereunder, including assets held by the Trustee in the Trust, shall at all times remain with the Company. The Participant and his designated Beneficiary shall not have any property interest whatsoever in any specific assets of the Company by virtue of this Plan or the Trust.

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ARTICLE 5.

VESTING

Participants shall at all times be fully vested in all Participant Deferrals (and the Hypothetical Earnings or Losses thereon).

Participants shall become vested in Company Matching Contributions (and the Hypothetical Earnings thereon) at the rate of 10% per Plan Year of participation in the Plan. However, a Participant shall be fully vested in all amounts credited to the Participant's Account upon the Participant's death, disability or attainment of age 60, or upon a Change of Control. For these purposes, a "Plan Year of participation" means (i) any Plan Year or portion thereof for which a Participant elects to defer a portion of the Participant's Compensation pursuant to the Plan, or (ii) any full Plan Year during which the Participant has an Account balance pursuant to the Plan.

ARTICLE 6.

PAYMENT OF DEFERRED COMPENSATION

Distribution of the Participant's Trust Account shall be made in accordance with the following:

(a) DISTRIBUTION UPON EXPIRATION OF PRE-DETERMINED DEFERRAL PERIOD. If, with respect to any election to defer Compensation for a Plan Year, the Participant elected at the time of such deferral to receive such deferred amounts upon the expiration of a pre-determined deferral period (not less than 2 years, measured from the 1st day of the Plan Year for which such deferral election is made), the Participant shall receive a lump-sum distribution of the amounts so deferred under such election, unadjusted for Hypothetical Earnings or Losses. The amount distributed will not exceed the lesser of (i) the amount deferred, or (ii) the Participant's Account balance as of that date. Such distribution shall be made within 60 days of the expiration of the pre-determined deferral period.

(b) DISTRIBUTION UPON DEATH, DISABILITY OR SEVERANCE PRIOR TO AGE 60: Upon termination of employment with the Company by reason of death, disability or severance of employment prior to attaining the age of sixty (60), the Participant, or the Beneficiary of the Participant, shall be entitled to receive a lump-sum distribution of the Participant's vested Account balance within the sixty (60) day period following the Allocation Date which coincides with or which next follows the date of death, disability or termination of employment, with such balance to be determined as of such Allocation Date (including any Hypothetical Earnings or Losses allocated as of that date).

(c) DISTRIBUTION UPON SEVERANCE AFTER AGE 60: Upon termination of employment (other than by reason of death or disability) after age sixty (60),

the Participant shall be entitled to receive a distribution of the Participant's Account in equal annual installments over a period of 15 years. The Hypothetical Earnings credited to a Participant's Account during any installment payout period shall be based upon the average Moody's Bond Index Rate for the calendar year immediately preceding the date of the first payment. Such distribution shall be made or commence within the sixty (60) day period following the Allocation Date which coincides with or next follows the Participant's termination of employment.

The Committee shall have the complete control and authority to determine the existence, nonexistence, nature, and amounts of the rights and interests of the Participant under the terms of the Plan. At such time as the Participant is entitled to a payment or the receipt of benefits from the Plan, such Participant shall be entitled to receive hereunder the benefit in cash or property, as the case may be, to which he is entitled under the terms of the Plan in accordance with the timing and manner of payment provided hereunder.

Except as otherwise provided herein, the Trustee shall not make any payments from the Trust without the written direction of the Company stipulating the time and amount to which the Participant is entitled under the Plan. The Trustee shall promptly make payment in accordance with the Company's direction without any requirement to engage in its own independent investigation regarding the payment, but shall provide the Company with written confirmation of the fact and amount of such payment after it is made in a form suitable to the Company.

Distribution to a minor or person under disability may, in the sole discretion of the Trustee, be made (a) directly to said person; or (b) to either one or both of his parents; or (c) to the spouse or any relative of such person; (d) to the legal guardian or conservator of said person; or (e) to a custodian under the Uniform Gifts or Uniform Transfers to Minors Act of any jurisdiction; or (f) to any other person or persons for the maintenance, support or education of said person. The receipt by a person of a payment as hereby authorized shall constitute full and complete discharge of the liability of the Company and/or the Trustee for such payment.

ARTICLE 7. SPECIAL PROVISIONS

The Committee may, in its sole discretion, allow for the early payment of benefits in the case of an "unforeseeable emergency." The amount of such distribution shall not exceed the lesser of (i) the amount necessary to satisfy the unforeseeable emergency (including any federal income tax liabilities associated with such payment), or (ii) the vested balance of the Participant's account. An "unforeseeable emergency" is an unanticipated emergency that is (i) caused by an event beyond the control of a Participant, and (ii) would result in severe financial hardship to the Participant if early payment of benefits were not permitted. To constitute an unforeseeable emergency, the Committee must find that the Participant has a severe financial

hardship resulting from a sudden or unexpected illness or accident of the Participant or of a dependent (as defined in Section 152(c) of the Code) of the Participant, loss of the Participant's property due to casualty, or other similarly extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. Payment may not be made to the extent the hardship could be relieved by:

- (i) reimbursement or compensation by insurance or otherwise;
- (ii) liquidation of the Participant's assets (to the extent such liquidation would not of itself cause severe financial hardship); or
- (iii) cessation of deferrals under the Plan.

The Committee may also, in its sole discretion, allow a Participant to waive or suspend deferrals for the remaining portion of any Plan Year in the event of an "unforeseeable emergency." However, the Participant need not demonstrate that such hardship could not be relieved by reimbursement or compensation through insurance or by liquidation of the Participant's assets.

The Committee will allow a Participant to make a withdrawal of the Participant's entire vested Account balance following either (i) a Change in Control, or (ii) the Participant's termination of employment after age 60; PROVIDED, HOWEVER, THAT SUCH DISTRIBUTION WILL BE SUBJECT TO A 10% PENALTY FOR EARLY WITHDRAWAL. Following such withdrawal, the Participant shall not be allowed to make additional deferrals under the Plan.

The Committee may, in its sole discretion, distribute a Participant's entire vested Account to the Participant in a lump sum distribution (rather than in installments) upon the Participant's termination of employment after age 60.

ARTICLE 8. NON-ASSIGNMENT

The right of the Participant, or designated Beneficiary of the Participant, to any benefit or payment hereunder shall not be subject in any manner to attachment or other legal process for the debts of such Participant or designated Beneficiary. Any rights, benefits, or payment hereunder shall not be subject to anticipation, alienation, sale, transfer, assignment or encumbrance except by will, intestacy laws, or other laws of descent and distribution.

ARTICLE 9. PLAN BINDING

This Plan shall be binding upon and inure to the benefit of the parties

hereto and their successors, assigns, heirs, executors, administrators, and legal representatives.

ARTICLE 10.
AMENDMENT/PLAN TERMINATION/
SUCCESSOR ORGANIZATION

This Plan may be amended by the Board of Directors at any time, without the consent of the Participant or his designated Beneficiary; provided, however, that no amendment shall divest any Participant or designated Beneficiary of the amounts credited to the Participant's Account, or of any rights to which the Participant or designated Beneficiary would have been entitled if the Plan had terminated immediately prior to the effective date of the amendment.

The Board of Directors may terminate the Plan at any time, without the consent of the Participant or his designated Beneficiary. Upon termination of the Plan, all Participants shall become 100% vested in their Account balances. Distribution of amounts credited to the Participant's Account shall be made in accordance with Article 6; provided that no additional deferrals or Company Matching Contributions shall be made (or credited) to the Participant's Account, but Hypothetical Earnings or Losses on any remaining Account balance shall continue to be credited in accordance with Article 3. However, the Committee may, in its sole discretion, distribute all Participants' Account balances in a lump-sum within a reasonable time after the termination of the Plan.

In the event of a Change in Control, a Participant's Account shall become 100% vested. However, distribution of amounts credited to the Participant's Account shall be made in accordance with Article 6 of the Plan.

If, in the event of a Change in Control, the successor organization to the Company by acquisition, merger, consolidation, or otherwise, fails or refuses to expressly assume the obligations of the Company hereunder in writing as of the date of such acquisition, merger, or consolidation, the Participant's Account as of the date of failure of the successor organization to assume such liability shall be immediately distributable. The Participant shall receive a lump-sum distribution of the Participant's Account within thirty (30) days of such acquisition, merger, or consolidation.

ARTICLE 11.
NO GUARANTEE OF EMPLOYMENT

Any payments under this Plan shall be independent of, and in addition to, those under any other plan, program or agreement which may be in effect between the parties hereto, or any other Compensation payable to the Participant or the Participant's designee by the Company or any other employer. This Plan shall not be construed as a contract of employment nor does it restrict the

right of the Company to discharge the Participant at will or the right of the Participant to terminate employment.

ARTICLE 12.
CLAIMS SUBMISSION AND REVIEW PROCEDURE

Within 60 days after the Participant retires or otherwise becomes eligible for a distribution of all or a portion of his Account, the Company shall give notice in writing by mail to the Participant or his/her Beneficiary, stating the amount of the benefit to which the person is entitled. If the Participant disagrees with the Company's computation, such person shall file with the Company, in writing and sent by registered or certified mail, such claim for the benefit. If no claim is received by the Company within 60 days after the Participant receives notification of his entitlement to a benefit from the Company, no such claim shall be permitted and the Company's computation shall be final. In the event such a claim is filed, the Company shall exercise its best efforts to act upon such claim within 60 days after its receipt. If such claim is denied, in all or in part, the Company shall give notice in writing, by mail, of such denial to the Participant, setting forth (i) the specific reasons for such denial; (ii) specific reference to pertinent Plan provisions on which the denial is based; (iii) a description of any additional material or information necessary for the Participant to perfect the claim and an explanation of why such material or information is necessary; and (iv) advice to the effect that the Participant may request a full review of such claim by filing with the Company, within 60 days after such notice has been mailed, a request for such review. In the event such request is submitted, the Company shall review the claim within 60 days and the Participant shall be given written notice of the result of such review. Such notice shall include specific reasons for the decision.

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ARTICLE 13.
CONSTRUCTION

This Plan shall be construed in accordance with and governed by the laws of the State of Texas applicable to contracts made and to be wholly performed within the State of Texas, except to the extent subject to federal law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written in several original counterparts each of which shall be deemed the original, and each of which shall constitute but one and the same document.

KENT ELECTRONICS CORPORATION

By: /s/ Stephen J. Chapko

Name Relationship

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EXECUTED THIS _____ day of _____, _____.

I understand this Beneficiary designation is not binding unless delivered to both the Company and to the Trustee of the Plan.

Witness Participant

SPOUSE'S CONSENT

/ / I hereby consent to the designation made by my spouse to have the death benefit under the Plan paid to the named beneficiary specified hereon. My spouse's beneficiary designation has been explained to me, and I hereby acknowledge that I understand that (1) the effect of such designation is to cause my spouse's death benefit to be paid to a beneficiary other than me; (2) such beneficiary designation is not valid unless I consent to it; and (3) my consent is irrevocable.

EXECUTED THIS _____ day of _____, _____.

Spouse's Signature

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KENT ELECTRONICS CORPORATION
DEFERRED COMPENSATION PLAN
CONTRIBUTION ELECTION

Pursuant to the Kent Electronics Corporation Deferred Compensation Plan, I hereby elect to defer a portion of my compensation for the Plan Year commencing _____, _____ as follows:

1. _____% of the compensation (other than bonuses) to which I may become entitled;
2. _____% of any bonus to which I may become entitled;
3. \$_____ per pay period of the compensation (other than bonuses) to which I may become entitled with respect to (check either (a)

or (b) below):

(a) _____ all pay periods during the Plan Year

(b) _____ the following pay periods (specify): _____

4. \$ _____ of any bonuses to which I may become entitled.

I hereby authorize the above amounts to be deducted and deferred through payroll deduction/reduction by the Company. I understand this election will remain in effect for subsequent calendar years unless modified or revoked by me in writing.

DISTRIBUTION OF BENEFITS

I hereby elect that my benefits under the plan be distributed as follows: (check one of the following methods of distribution):

/ / DISTRIBUTION UPON EXPIRATION OF PRE-DETERMINED DEFERRAL PERIOD:
All amounts deferred with respect to the above Plan Year shall be distributed in a lump sum _____ (not less than 2) years after the first day of the Plan Year to which this election applies.

/ / DISTRIBUTION UPON DEATH, DISABILITY OR SEVERANCE OF EMPLOYMENT:
All amounts deferred with respect to the above Plan Year shall be distributed in accordance with the provisions of Article 6(b) and (c) of the Plan.

Participant

Date

Date:

CERTIFIED MAIL

Top Hat Plan Exemption
PWBA
Room N-5644
U. S. Department of Labor
200 Constitution Avenue, NW
Washington, D. C. 20210

FROM: Kent Electronics Corporation; 7433 Harwin Drive, Houston, Texas
77036-2015 EIN _____

This document constitutes the statement required by Section 2520.104-23 CFR, to be filed with the Secretary of Labor in respect to nonqualified deferred compensation plans maintained by the above Employer.

The Employer currently maintains a nonqualified deferred compensation plan for executives who are a select group of management or who are highly compensated.

The number of such plans maintained by the Employer is: 1.

The number of Participants in such Plan is: --

The above Employer is willing to furnish document with respect to the above plans if requested by the Secretary of Labor.

KENT ELECTRONICS CORPORATION

By: _____
Name: _____
Title: _____

TRUST AGREEMENT FOR KENT ELECTRONICS CORPORATION
DEFERRED COMPENSATION PLAN

This Agreement is made this 28th day of July, 1994, by and between Kent Electronics Corporation (the "Company") and Texas Commerce Bank National Association (the Trustee).

WHEREAS, the Company has adopted the nonqualified deferred compensation plan known as the Kent Electronics Corporation Deferred Compensation Plan (the "Plan");

WHEREAS, the Company has incurred or expects to incur liability under the terms of such Plan with respect to the individuals participating in such Plan;

WHEREAS, the Company wishes to establish a trust (hereinafter called the "Trust") and to contribute to the Trust assets that shall be held therein, subject to the claims of the Company's creditors in the event of the Company's Insolvency, as herein defined, until paid to Plan participants and their beneficiaries in such manner and at such times as specified in the Plan;

WHEREAS, it is the intention of the parties that this Trust shall constitute an unfunded arrangement and shall not affect the status of the Plan as an unfunded plan maintained for the purpose of providing deferred compensation for a select group of management or highly compensated Associates for purposes of Title I of the Employee Retirement Income Security Act of 1974 ("ERISA"); and;

WHEREAS, it is the intention of the Company to make contributions to the Trust to provide itself with a source of funds to assist it in the meeting of its liabilities under the Plan;

NOW, THEREFORE, the parties do hereby establish the Trust and agree that the Trust shall be comprised, held and disposed of as follows:

SECTION 1. ESTABLISHMENT OF TRUST.

(a) The Company hereby deposits with the Trustee in trust \$1,000.00, which shall become the principal of the Trust to be held, administered and disposed of by the Trustee as provided in this Trust Agreement.

(b) The Trust hereby established shall be irrevocable.

(c) The Trust is intended to be a grantor trust, of which the Company is the grantor, within the meaning of subpart E, part I, subchapter J, chapter 1, subtitle A of the Internal Revenue Code of 1986, as amended, and shall be construed accordingly.

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(d) The principal of the Trust, and any earnings thereon, shall be held separate and apart from other funds of the Company and shall be used exclusively for the uses and purposes of Plan participants and general creditors as herein set forth. Plan participants and their beneficiaries shall have no preferred claim on, or any beneficial ownership interest in, any assets of the Trust. Any rights created under the Plan and this Trust Agreement shall be mere unsecured contractual rights of Plan participants and their beneficiaries against the Company. Any assets held by the Trust will be subject to the claims of the Company's general creditors under federal and state law in the event of Insolvency, as defined in Section 3(a) herein.

(e) The Company, in its sole discretion, may at any time, or from time to time, make additional deposits of cash or other property in trust with the Trustee to augment the principal to be held, administered and disposed of by the Trustee as provided in this Trust Agreement.

(f) Upon a Change of Control, as defined herein, the Company may, within a reasonable time after the Change of Control, make an irrevocable contribution to the Trust in an amount that is sufficient to pay each Plan participant or beneficiary the benefits to which such Plan participants or their beneficiaries would be entitled pursuant to the terms of the Plan as of the date on which the Change of Control occurred.

(g) The Company will provide the Trustee any reconciliation, allocation, investment or other information concerning, or representation with respect to, the cash and/or property contributed to the Trust as the Trustee may require. The Trustee shall have no duty or authority to (1) require any deposits to be made under the Plan or to the Trustee, (2) compute any amount to be deposited under the Plan to the Trustee, or (3) determine whether amounts received by the Trustee comply with the Plan. Assets of the Trust may, in the Trustee's discretion, be held in an account with an affiliate of the Trustee.

SECTION 2. PAYMENTS TO PLAN PARTICIPANTS AND THEIR BENEFICIARIES.

(a) The Company shall deliver to the Trustee a schedule (the "Payment Schedule") that (i) indicates the amounts payable in respect of each Plan participant (and his or her beneficiaries), and (ii) provides a formula or other instructions acceptable to the Trustee for determining the amounts so payable, the form in which such amount is to be paid (as provided for or available under the Plan) and the time of commencement for payment of such amounts. Except as otherwise provided herein, the Trustee shall make payments to the Plan participants and their beneficiaries in accordance with such Payment Schedule. The Payment Schedule shall be delivered to the Trustee not

more than 30 business days nor fewer than 15 business days prior to the first date on which a payment is to be made to the Plan participant. Any change to a Payment Schedule shall be delivered to the Trustee not more than 30 days nor fewer than 15 days prior to the date on which the first payment is to be made in accordance with the changed Payment Schedule. The Trustee shall make provision for the withholding of any federal, state or local taxes that may be required to be withheld with respect to the payment of benefits pursuant to the terms of the Plan, it being understood among the parties hereto that (1) the

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Company shall on a timely basis provide the Trustee specific information as to the amount of taxes to be withheld, and (2) the Company shall be obligated to receive such withheld taxes from the Trustee and properly pay and report such amounts to the appropriate taxing authorities.

(b) The entitlement of a Plan participant or his or her beneficiaries to benefits under the Plan shall be determined by the Company or such party as it shall designate under the Plan, and any claim for such benefits shall be considered and reviewed under the procedures set out in the Plan.

(c) The Company may make payment of benefits directly to Plan participants or their beneficiaries as they become due under the terms of the Plan. The Company shall notify the Trustee of its decision to make payment of benefits directly prior to the time amounts are payable to participants or their beneficiaries. In addition, if the principal of the Trust, and any earnings thereon, are not sufficient to make payments of benefits in accordance with the terms of the Plan, the Company shall make the balance of each such payment as it falls due. The Trustee shall notify the Company where principal and earnings are not sufficient to make a directed payment in full.

(d) The Trustee shall have no responsibility to determine whether the Trust is sufficient to meet the liabilities under the Plan, and shall not be liable for payments or Plan liabilities in excess of the value of the Trust's assets.

SECTION 3. TRUSTEE RESPONSIBILITY REGARDING PAYMENTS TO TRUST BENEFICIARY WHEN THE COMPANY IS INSOLVENT.

(a) The Trustee shall cease payment of benefits to Plan participants and their beneficiaries if the Company is Insolvent. The Company shall be considered Insolvent for purposes of this Trust Agreement if (i) the Company is unable to pay its debts as they become due, or (ii) the Company is subject to a pending proceeding as a debtor under the United States Bankruptcy Code.

(b) At all times during the continuance of this Trust, as provided in Section 1(d) hereof, the principal and income of the Trust shall be subject to claims of general creditors of the Company under federal and state law as set forth below.

(1) The Committee (as defined in the Plan) shall have the duty to inform the Trustee in writing of the Company's Insolvency. If a person claiming to be a creditor of the Company alleges in writing to the Trustee that the Company has become Insolvent, the Trustee shall determine whether the Company is Insolvent and, pending such determination, the Trustee shall discontinue payment of benefits to Plan participants or their beneficiaries.

(2) Unless the Trustee has actual knowledge of the Company's Insolvency, or has received notice from the Company or a person claiming to be a creditor alleging that the

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Company is Insolvent, the Trustee shall have no duty to inquire whether the Company is Insolvent. The Trustee may in all events rely on such evidence concerning the Company's solvency as may be furnished to the Trustee and that provides the Trustee with a reasonable basis for making a determination concerning the Company's solvency. The Trustee shall be reimbursed for all reasonable costs to make such determination.

(3) If at any time the Trustee has determined that the Company is Insolvent, the Trustee shall discontinue payments to Plan participants or their beneficiaries and shall hold the assets of the Trust for the benefit of the Company's general creditors. Nothing in this Trust Agreement shall in any way diminish any rights of Plan participants or their beneficiaries to pursue their rights as general creditors of the Company with respect to benefits due under the Plan or otherwise.

(4) The Trustee shall resume the payment of benefits to Plan participants or their beneficiaries in accordance with Section 2 of this the Trustee Agreement only after the Trustee has determined that the Company is not Insolvent (or is no longer Insolvent).

(c) Provided that there are sufficient assets, if the Trustee discontinues the payment of benefits from the Trust pursuant to Section 3(b) hereof and subsequently resumes such payments, the first payment following such discontinuance shall include the aggregate amount of all payments due to Plan participants or their beneficiaries under the terms of the Plan for the period of such discontinuance, less the aggregate amount of any payments made to Plan participants or their beneficiaries by the Company in lieu of the payments

provided for hereunder during any such period of discontinuance; provided that the Company has given the Trustee the information with respect to such payments made during the period of discontinuance prior to resumption of payments by the Trustee.

SECTION 4. PAYMENTS TO THE COMPANY.

Except as provided in this Section 4 (and in Section 3) hereof, the Company shall have no right or power to direct the Trustee to return to the Company or to divert to others any of the Trust assets before all payment of benefits have been made to Plan participants and their beneficiaries pursuant to the terms of the Plan. Notwithstanding the foregoing, the Company shall have the right to direct the Trustee to return to the Company all or a portion of the Excess Assets, and the Trustee shall be entitled to rely on such direction as being proper. The term "Excess Assets" shall mean those assets in excess of 125% of the Plan liabilities as of any Plan Allocation date.

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SECTION 5. INVESTMENT AUTHORITY.

(a) The Trustee shall have the authority and discretion to invest and reinvest the assets of the Trust, except to the extent directed to do so by the Plan Committee. In the event of a Change of Control, the Trustee shall have the sole responsibility and authority to invest and reinvest the assets of the Trust for a period of five (5) years following such Change in Control.

(b) In no event may the Trustee invest in securities (including stock or rights to acquire stock) or obligations issued by the Company, other than a de minimis amount held in common investment vehicles in which the Trustee invests. All rights associated with assets of the Trust shall be exercised by the Trustee or the person designated by the Trustee, and shall in no event be exercisable by or rest with Plan participants.

(c) The Company shall have the right, at anytime, and from time to time in its sole discretion, to substitute assets of equal fair market value for any asset held by the Trust.

(d) The Trustee, or the Trustee's designee, is authorized and empowered:

(1) To invest and reinvest Trust assets, together with the income therefrom, in common stock, preferred stock, convertible preferred stock, bonds, debentures, convertible debentures and bonds, mortgages, notes, commercial paper and other evidences of indebtedness (including those issued by the Trustee), shares of mutual funds (which funds may be sponsored, managed or

offered by an affiliate of the Trustee), guaranteed investment contracts, bank investment contracts, other securities, policies of life insurance, annuity contracts, options, options to buy or sell securities or other assets, and all other property of any type (personal, real or mixed, and tangible or intangible);

(2) To deposit or invest all or any part of the assets of the Trust in savings accounts or certificates of deposit or other deposits in a bank or savings and loan association or other depository institution, including the Trustee or any of its affiliates, provided with respect to such deposits with the Trustee or an affiliate the deposits bear a reasonable interest rate;

(3) To hold, manage, improve, repair and control all property, real or personal, forming part of the Trust; to sell, convey, transfer, exchange, partition, lease for any term, even extending beyond the duration of this Trust, and otherwise dispose of the same from time to time;

(4) To hold in cash, without liability for interest, such portion of the Trust as is pending investments, or payment of expenses, or the distribution of benefits;

(5) To settle, compromise or abandon all claims and demands in favor of or against the Trust, and

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(6) To exercise all of the further rights, powers, options and privileges granted, provided for, or vested in trustees generally under the laws of the State of Texas, so that the powers conferred upon the Trustee herein shall not be in limitation of any authority conferred by law, but shall be in addition thereto.

(e) To the extent necessary or which it deems appropriate to implement its powers under Section 5 or otherwise to fulfill any of its duties and responsibilities as trustee of the Trust, the Trustee shall have the following additional powers and authority:

(1) To register securities, or any other property, in its name or in the name of any nominee, including the name of any affiliate or the nominee name designated by any affiliate, with or without indication of the capacity in which property shall be held, or to hold securities in bearer form and to deposit any securities or other property in a depository or clearing corporation;

(2) To designate and engage the services of, and to delegate powers and responsibilities to, such agents, representatives,

advisers, attorneys and accountants as the Trustee considers necessary or appropriate, any of whom may be an affiliate of the Trustee or a person who renders services to the Trustee or an affiliate, and, as a part of its administrative expenses under this Trust Agreement, to pay their reasonable expenses and compensation from the Trust;

(3) To make, execute and deliver, as the Trustee, any and all deeds, leases, mortgages, conveyances, waivers, releases or other instruments in writing necessary or appropriate for the accomplishment of any of the powers listed in this Trust Agreement; and

(4) Generally to do all other acts which the Trustee deems necessary or appropriate for the protection of the Trust.

SECTION 6. DISPOSITION OF INCOME.

During the term of this Trust, all income received by the Trust, net of expenses and taxes, shall be accumulated and reinvested.

SECTION 7. ACCOUNTING BY THE TRUSTEE.

The Trustee shall keep accurate and detailed records of all investments, receipts, disbursements, and all other transactions required to be made, including such specific records as shall be agreed upon in writing between the Company and the Trustee. Within 60 days following the close of each calendar year and within 60 days after the removal or resignation of the Trustee, the Trustee shall deliver to the Company a written account of its administration of the Trust during such year or during the period from the close of the last preceding year to the date of such removal or resignation, setting forth all investments, receipts, disbursements and other transactions effected by it, including a description of all securities and investments purchased and sold with the cost or net proceeds of such purchases or sales (accrued interest paid or receivable being shown separately), and showing all cash, securities and other property held in the Trust at the end of such year or as of the date of such removal or resignation, as the case may be.

SECTION 8. RESPONSIBILITY OF THE TRUSTEE; INDEMNIFICATION.

(a) The Trustee shall act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, provided, however, that the Trustee shall incur no liability to any person for any action taken pursuant to a direction, request or approval given by the Company which is contemplated by,

and in conformity with, the terms of the Plan or this Trust and is given in writing by the Company. The Trustee shall incur no liability to any person for any failure to act in the absence of direction, request or approval from the Company which is contemplated by, and in conformity with, the terms of this Trust Agreement. In the event of a dispute between the Company and a party, the Trustee may apply to a court of competent jurisdiction to resolve the dispute.

(b) If the Trustee undertakes or defends any litigation arising in connection with this Trust, the Company agrees to indemnify the Trustee against the Trustee's costs, expenses and liabilities (including, without limitation, attorneys' fees and expenses) relating thereto and to be primarily liable for such payments. If the Company does not pay such costs, expenses and liabilities in a reasonably timely manner, the Trustee may obtain payment from the Trust.

(c) The Trustee may consult with legal counsel (who may also be counsel for the Company generally) with respect to any of its duties or obligations hereunder.

(d) The Trustee may hire agents, accountants, actuaries, investment advisors, financial consultants or other professionals to assist it in performing any of its duties or obligations hereunder.

(e) The Trustee shall have, without exclusion, all powers conferred on the Trustees by applicable law, unless expressly provided otherwise herein, provided, however, that if an

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insurance policy is held as an asset of the Trust, the Trustee shall have no power to name a beneficiary of the policy other than the Trust, to assign the policy (as distinct from conversion of the policy to a different form) other than to a successor Trustee, or to loan to any person the proceeds of any borrowing against such policy.

(f) Notwithstanding any powers granted to the Trustee pursuant to this Trust Agreement or to applicable law, the Trustee shall not have any power that could give this Trust the objective of carrying on a business and dividing the gains therefrom, within the meaning of section 301.7701-2 of the Procedure and Administrative Regulations promulgated pursuant to the Internal Revenue Code.

(g) The Company hereby indemnifies the Trustee and each of its affiliates (collectively, the "Indemnified Parties") against, and shall hold them harmless from, any and all losses, claims, liabilities, damages, costs and

expenses, including reasonable attorneys' fees, imposed upon or incurred by any Indemnified Party as a result of any acts taken, or any failure to act, in accordance with directions from the Company or any designee of the Company, or by reason of the Indemnified Party's execution of its duties with respect to the Trust, including, but not limited to, its holding of assets of the Trust. The Company's obligations described in the preceding sentence are to be satisfied promptly by the Company; provided, however, in the event the loss, claim, liability, damage, cost or expense involved is determined by a no longer appealable final judgment entered in a lawsuit or other proceeding to have resulted from the gross negligence or willful misconduct of the Trustee, the Trustee shall promptly upon request thereafter return to the Company any amount previously received by the Trustee under this subsection with respect to such loss, claim, liability, damage, cost or expense. If the Company does not pay such amounts due hereunder in a reasonably timely manner, the Trustee may obtain payment from the Trust without direction from the Company.

SECTION 9. COMPENSATION AND EXPENSES OF THE TRUSTEE.

The Company shall promptly pay all administrative and Trustee's fees and expenses, including taxes on trust income. If not so paid, the fees and expenses shall be paid from the Trust by the Trustee without direction from the Company.

SECTION 10. RESIGNATION AND REMOVAL OF THE TRUSTEE.

(a) The Trustee may resign at any time by written notice to the Company, which shall be effective 30 days after receipt of such notice unless the Company and the Trustee agree otherwise.

(b) The Trustee may be removed by the Company on 30 days notice or upon shorter notice accepted by the Trustee.

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(c) Upon a Change of Control, as defined herein, the Trustee may not be removed by the Company for 5 years without the approval of a majority of the Plan participants; provided, however, the Trustee may still resign.

(d) If the Trustee resigns within 5 years after a Change of Control, as defined herein, the Company shall select a successor Trustee, but such successor Trustee must be approved by a majority of the Plan participants.

(e) Upon resignation or removal of the Trustee and appointment of a successor Trustee, all assets shall subsequently be transferred to the successor Trustee. The transfer shall be completed within 60 days after receipt of notice of resignation, removal or transfer, unless the Company

extends the time limit, provided that the Trustee is provided assurance by the Company satisfactory to the Trustee that all fees and expenses reasonably anticipated will be promptly paid or reimbursed.

(f) If the Trustee resigns or is removed, a successor shall be appointed, in accordance with Section 11 hereof, by the effective date of resignation or removal under paragraphs(s) (a) or (b) of this section. If no such appointment has been made, the Trustee may apply to a court of competent jurisdiction for appointment of a successor or for instructions. All expenses of the Trustee in connection with the proceeding shall be allowed as administrative expenses of the Trust.

(g) Upon settlement of the account and transfer of the Trust assets to the successor Trustee, all rights and privileges under this Trust Agreement shall vest in the successor Trustee and all responsibility and liability of the Trustee with respect to the Trust and assets thereof shall fully terminate subject only to the requirement that the Trustee execute all necessary documents to transfer the Trust assets to the successor Trustee.

SECTION 11. APPOINTMENT OF SUCCESSOR.

(a) If the Trustee resigns or is removed in accordance with Section 10(a) or (b) hereof, the Company may appoint any third party, such as a bank trust department or other party that may be granted corporate trustee powers under state law, as a successor to replace the Trustee upon resignation or removal. The appointment shall be effective when accepted in writing by the new Trustee, who shall have all of the rights and powers of the former Trustee, including ownership rights in the Trust assets. The former Trustee shall execute any instrument necessary or reasonably requested by the Company or the successor Trustee to evidence the transfer.

(b) If the Trustee resigns pursuant to the provisions of Section 10(d) hereof and the Company selects a successor Trustee, the Company may appoint any third party such as a bank trust department or other party that may be granted corporate trustee powers under state law. The appointment of a successor Trustee shall be effective when approved by a majority of the

Participants and accepted in writing by the new Trustee. The new Trustee shall have all the rights and powers of the former Trustee, including ownership rights in Trust assets. The former Trustee shall execute any instrument necessary or reasonably requested by the successor Trustee to evidence the transfer.

(c) The successor Trustee need not examine the records and acts of

any prior Trustee and may retain or dispose of existing Trust assets, subject to Sections 7 and 8 hereof. The successor Trustee shall not be responsible for and the Company shall indemnify and defend the successor Trustee from any claim or liability resulting from any action or inaction of any prior Trustee or from any other past event, or any condition existing at the time it becomes successor Trustee.

SECTION 12. AMENDMENT OR TERMINATION.

(a) This Trust Agreement may be amended by a written instrument executed by the Trustee and the Company. Notwithstanding the foregoing, no such amendment shall conflict with the terms of the Plan or shall make the Trust revocable.

(b) The Trust shall not terminate until the date on which Plan participants and their beneficiaries are no longer entitled to benefits pursuant to the terms of the Plan. Upon termination of the Trust, any assets remaining in the Trust shall be returned to the Company.

(c) This Trust Agreement may not be amended by the Company for 5 years following a Change of Control, as defined herein.

SECTION 13. MISCELLANEOUS.

(a) Any provision of this Trust Agreement prohibited by law shall be ineffective to the extent of any such prohibition, without invalidating the remaining provisions hereof.

(b) Benefits payable to Plan participants and their beneficiaries under this Trust Agreement may not be anticipated, assigned (either at law or in equity), alienated, pledged, encumbered or subjected to attachment, garnishment, levy, execution or other legal or equitable process.

(c) This Trust Agreement shall be governed by and construed in accordance with the laws of the state of Texas.

(d) For purposes of this Trust, Change of Control shall mean the purchase or other acquisition by any person, entity or group of persons, within the meaning of section 13(d) or 14(d) of the Securities Exchange Act of 1934 ("Act"), or any comparable successor provisions, of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Act) of 30 percent or more of either the outstanding shares of common stock or the combined voting power

of the Company's then outstanding voting securities entitled to vote generally, or the approval by the stockholders of the Company of a reorganization, merger, or consolidation, in each case, with respect to which persons who were stockholders of the Company immediately prior to such reorganization, merger or consolidation do not, immediately thereafter, own more than 50 percent of the combined voting power entitled to vote generally in the election of directors of the reorganized, merged or consolidated Company's then outstanding securities, or a liquidation or dissolution of the Company or of the sale of all or substantially all of the Company's assets.

(e) The provisions of Section 8(g) of this Trust Agreement shall survive termination of this Agreement.

(f) The rights, duties, responsibilities, obligations and liabilities of the Trustee are set forth in this Trust Agreement, and no provision of the Plan or any other documents shall affect such rights, responsibilities, obligations and liabilities. If there is a conflict between provisions of the Plan and this Trust Agreement with respect to any subject involving the Trustee, including but not limited to the responsibility, authority or powers of the Trustee, the provisions of this Trust Agreement shall be controlling.

SECTION 14. EFFECTIVE DATE.

The effective date of this Trust Agreement shall be July 3, 1994.

IN WITNESS WHEREOF, this Trust Agreement has been executed by the parties hereto as of the day and year first above written in several original counterparts each of which shall be deemed the original, and each of which shall constitute but one and the same document.

KENT ELECTRONICS CORPORATION
(the "Company")

By: /s/ Stephen J. Chapko

Name: Stephen J. Chapko
Title: Vice President and Treasurer

TEXAS COMMERCE BANK NATIONAL
ASSOCIATION (THE "TRUSTEE")

By: /s/ Luke Provenzano

Name: Luke Provenzano
Title: Vice President

1994 KENT ELECTRONICS CORPORATION
SPOUSAL SALARY CONTINUATION PLAN

On this 10th day of October, 1994, Kent Electronics Corporation ("Kent") adopts the following Salary Continuation Plan:

1. Recipient: The person designated by Morrie K. Abramson on the Designation of Benefit form or in the manner prescribed in his Last Will and Testament
2. Name of Plan: 1994 Kent Electronics Corporation Spousal Salary Continuation Plan
3. Effective Date: June 10, 1994
4. Terms of Plan:
 - a. As a condition precedent to any payment under this Plan, Morrie K. Abramson must be an employee of Kent Electronics Corporation at the date of his death.
 - b. Assuming the conditions precedent in paragraph 4.a. above are met, Kent Electronics Corporation shall pay to whomsoever Morrie K. Abramson designates in his Last Will and Testament or as specified on his Designation of Benefit form attached hereto, 60 percent of Morrie K. Abramson's monthly base salary as paid in Kent's fiscal year preceding his death as shown on the payroll records of Kent. As an example, if his monthly base salary were \$30,000 per month, then the benefit paid would be \$18,000 per month.
 - c. The term of payment under this Plan is 180 consecutive months following the month in which Morrie K. Abramson dies; e.g., using the example in paragraph 4.b. above, his beneficiary would receive \$18,000 per month for 180 consecutive months.
 - d. This Plan supersedes, replaces, and is in lieu of the previously adopted Three-Year Salary Continuation Plan for Morrie K. Abramson.
 - e. The fiduciary of this Plan is Kent Electronics Corporation, 7433 Harwin, Houston, Texas 77036.
 - f. The Plan shall be funded out of the general assets of the Company.

- g. This Plan may be amended by the Board of Directors of the Company prior to the death of Morrie K. Abramson, but not thereafter, only with the written consent of Morrie K. Abramson.
- h. The procedure for a claim denial under this Plan is as set forth below:

- (1) CLAIM. If a Participant or his Beneficiary ("Claimant") is denied all or any portion of an expected Plan benefit for any reason, he may file a claim with the person or office designated by the Committee to receive claims. Under normal circumstances, a final decision will be made as to a claim within 60 days after receipt of the claim. If the Committee notifies the Claimant in

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writing during the initial 60-day period, it may extend the period up to 120 days after initial receipt of the claim. The written notice must contain the circumstances necessitating the extension and the anticipated date for the final decision. If a claim is denied during the claims period, the Committee must notify the Claimant in writing. The denial must include the specific reasons for it, the Plan provisions upon which the denial is based, and the claims review procedure. If no action is taken during the claims period, the claim is treated as if it were denied on the last day of the claims period.

- (2) REVIEW PROCEDURE. If a Participant's or Beneficiary's claim is denied and he wants a review, he must apply to the Committee in writing. That application can include any comment or argument the Claimant wants to make. The Claimant can either represent himself or appoint a representative, either of whom has the right to inspect all documents pertaining to the claim and its denial. The Committee can schedule any meeting with the Claimant or his representative that it finds necessary or appropriate to complete its review.
- (3) FINAL DECISION. The request for a review must be filed within 60 days after the denial. If it is not, the denial becomes final. If a timely request is made, the Committee must make its decision, under normal circumstances, within 60 days of the receipt of the request for a review. However, if the Committee notifies the Claimant prior to the expiration of the initial review period, it can extend the period of a review up to 120 days following the initial receipt of the request for a review. All decisions

of the Committee must be in writing and must include the specific reasons for their action and the Plan provisions on which their decision is based. If a decision is not given to the Claimant within the review period, the claim is treated as if it were denied on the last day of the review period.

- i. This Plan is governed by the laws of the state of Texas and is enforceable in Houston, Texas.
- j. This Plan is enforceable and binding upon and shall inure to the benefit of the successors, representatives, heirs, and assigns of the parties.

KENT ELECTRONICS CORPORATION

By: /s/ James F. Corparron

 James F. Corparron,
 President

APPROVED AND ACCEPTED:

By: /s/ Morrie K. Abramson

 Morrie K. Abramson

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DESIGNATION OF BENEFITS

PURSUANT TO the 1994 Kent Electronics Corporation Spousal Salary Continuation Plan ("Plan"), I, the undersigned, designate as Beneficiary of the benefits under the Plan, Rolaine Segal Abramson, during her life; and, if she dies during the 15-year payout, then any remaining payments shall be distributed in accordance with the Last Will and Testament of Rolaine Segal Abramson.

10-18-94

Morrie K. Abramson

Date

 Morrie K. Abramson

STATE OF TEXAS)

COUNTY OF HARRIS)

This Designation of Benefits was acknowledged before me on October 18, 1994.

(SEAL)

Kathy R. King

Notary Public - State of Texas

SPECIAL WARRANTY DEED

GRANTOR: SUGARLAND PROPERTIES INCORPORATED,
a Texas corporation

GRANTOR'S MAILING ADDRESS
(including county): 4665 Sweetwater Blvd., Suite 100
Sugar Land, Texas 77479
Fort Bend County, Texas

GRANTEE: KENT ELECTRONICS CORPORATION,
a Texas corporation

GRANTEE'S MAILING ADDRESS
(INCLUDING COUNTY): 7433 Harwin Drive
Houston, Texas 77036
Harris County, Texas

CONSIDERATION:

TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable
consideration.

PROPERTY:

That certain tract or parcel of land containing fifty-one (51) acres
of land, more or less, out of the Brown and Belknap League, Abstract
Number 15, Fort Bend County, Texas, and being all of Commercial
Reserve "A" of SUGAR LAND BUSINESS PARK TRACT 130 AND 131, a
Commercial Development situated within the City of Sugar Land, Texas,
according to the map or plat thereof recorded under Slide Number
1356/B of the Plat Records of Fort Bend County, Texas, together with
all and singular the improvements thereon, and the rights,
appurtenances, benefits, and privileges pertaining thereto and
Grantor's right, title, and interest (if any) in and to any strips and
gores and Grantor's reversionary right, title and interest (if any) in
and to the centerline of adjacent roads, streets, and rights-of-way.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

A. All those encumbrances, exceptions, and matters of record
affecting the Property which are set forth in Exhibit A attached hereto and
made a part hereof for all purposes as if fully set out herein, to the extent
same are valid and subsisting and affect title to the Property (the "Permitted
Exceptions").

B. All those covenants, conditions, and restrictions affecting
the Property which are set forth in Exhibit B attached hereto and made a part
hereof for all purposes as if fully set out herein (the "Restrictive
Covenants"). Such Restrictive Covenants shall be deemed covenants running with
title to the Property and shall be binding upon and inure to the benefit of
Grantor and Grantee and their respective legal representatives, successors and
assigns.

C. The reservation of the following rights in favor of Grantor, its successors and assigns:

1. Grantor reserves and shall have the right (the "Commencement Repurchase Right"), but not the obligation, to repurchase the Property if Grantee fails to pour the foundation slab ("Commencement of Construction") for a building on the Property within eighteen (18) months of the effective date hereof (plus a period of time equal to the duration of any delay caused by reason of fire, act of God, shortage of labor or material, strike, lockout, casualty, or other condition beyond Grantee's control). The repurchase price shall be equal to the purchase price paid for the Property by Grantee to Grantor, less any taxes, liens, and assessments unpaid as of the date of such repurchase, plus any real estate ad valorem taxes paid by Grantor with respect to the Property prior to the date of such repurchase. The Commencement Repurchase Right shall be exercised by Grantor by written notice to Grantee within six (6) months from the date it accrues, or the same shall automatically terminate. Closing of such repurchase transaction shall be completed within thirty (30) days from the date of Grantor's notice to Grantee of its election to exercise its Commencement Repurchase Right. The Commencement Repurchase Right shall automatically terminate upon Commencement of Construction.

2. Grantor reserves and shall have the right (the "Completion Repurchase Right"), but not the obligation, to repurchase the Property if Grantee fails to obtain an architect's certificate of substantial completion for the building to be built on the Property within twenty-four (24) months after Commencement of Construction (plus a period of time equal to the duration of any delay caused by reason of fire, act of God, shortage of labor or material, strike, lockout, casualty, or other condition beyond Grantee's control). The repurchase price shall be equal to the purchase price paid by Grantee to Grantor for the Property, less any taxes, liens, and assessments unpaid as of the date of the repurchase, plus all costs of any nature whatsoever (including without limitation, construction, architectural, and engineering costs and fees, permitting costs, utility-related costs, and other costs and expenses) of or associated with the Property and any improvements either completed or then under construction. The Completion Repurchase Right shall be exercised by written

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notice to Grantee within sixty (60) days of the date it accrues, or the same shall automatically terminate. Closing upon such repurchase transaction shall be completed within thirty (30) days from the date of Grantor's notice to Grantee of its election to exercise its Completion Repurchase Right. The Completion Repurchase Right shall automatically terminate upon Grantor's receipt of an architect's certificate of substantial completion, unless such certificate is received by Grantor after Grantor has notified Grantee of its election to exercise its Completion Repurchase Rights.

3. If the Property has not been improved by a building, no interest in the Property shall be sold or transferred (except to the "Mortgagee" as defined below, or to any company owned or controlled by, owning or controlling, or under common ownership or control with, Grantee ["Affiliate"]) by Grantee unless and until Grantee shall have first offered to sell such interest in the Property to Grantor and Grantor shall have waived its right to purchase the Property (the "Right of First Refusal"). Grantor reserves and shall have the right and the Property shall hereby be encumbered by a continuing right of first refusal in Grantor as hereinafter set forth.

a. If Grantee intends to make a bona fide sale of the Property or any interest therein (other than a sale or transfer to the Mortgagee as hereinafter provided, or to any Affiliate of Grantor) before the Property shall have been improved with a building, Grantee shall deliver to Grantor notice of such intention, together with a copy of a bona fide proposed contract of sale from a third party ("Proposed Contract"). Within twenty (20) days of receipt of such notice and proposed Contract, Grantor, if it chooses to exercise its Right of First Refusal, shall deliver to Grantee an agreement to purchase the Property or any interest therein upon the following terms:

(i) The price to be paid and the terms of payment shall be equivalent or better than those stated in the Proposed Contract;

(ii) The sale shall be closed within thirty (30) days after the delivery by Grantor of said agreement to purchase (or at Grantee's option, on the last date for closing contemplated by the Proposed Contract, assuming for such purpose that the Proposed Contract had been executed as of the date the Proposed Contract was sent to Grantor); and

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(iii) In all other respects such agreement to purchase shall be as favorable to Grantee as the Proposed Contract.

b. If Grantor shall elect to waive its Right of First Refusal, or shall fail to exercise said right within twenty (20) days of receipt of the Proposed Contract, Grantee shall be entitled to consummate the sale to the Proposed Contract purchaser free of any right of Grantor. Grantor's waiver shall be evidenced by a certificate executed by Grantor in recordable form which shall be delivered to the Proposed Contract purchaser and recorded in the Public Records of Fort Bend County, Texas; provided, however, in the event Grantor fails or refuses to deliver such certificate, Grantor's waiver of the Right of First Refusal shall be deemed to have occurred upon Grantor's failure to deliver to Grantee an agreement to purchase the Property within the time period provided herein.

c. Any sale of the Property or any interest therein (other than to the Mortgagee as hereinafter provided, or to any Affiliate of Grantee), which is made prior to the construction of a building thereon, and without (i) notice to Grantor, (ii) a waiver of Grantor's Right of First Refusal as aforesaid, or (iii) a failure by Grantor to exercise its Right of First Refusal within the aforesaid twenty (20) days, shall be void.

4. If Grantee should execute a deed of trust to secure a loan made to Grantee in connection with the purchase and/or construction of improvements on the Property, and the beneficiary of such deed of trust (the "Mortgagee") should give notice to Grantor of the name and identity of such Mortgagee, then in such event and at any time Grantor considers that Grantee is in default under either Paragraphs (1) or (2) above, Grantor shall give written notice thereof to Mortgagee at the address furnished, and Mortgagee shall thereupon have a reasonable time within which to foreclose its lien and acquire title to, and possession of, the Property, and have reasonable time

within which to comply with the provisions of this Deed. While Mortgagee is attempting in good faith to accomplish the foregoing, Grantor shall not exercise either the Commencement Repurchase Right or the Completion Repurchase Right; but if Mortgagee should fail to cause such default by Grantee to be cured, then Grantor shall have the option to exercise its repurchase rights. The repurchase price hereunder shall be paid to Mortgagee to the extent of the amount theretofore advanced by Mortgagee on said loan to the extent that such amount has been applied to the purchase of the Property and/or the cost of improvements either completed or

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then under construction upon the Property. Said amount advanced by Mortgagee, as described in the preceding sentence, shall be delivered to Mortgagee and, upon receipt thereof, Mortgagee shall release the deed of trust and any other instruments securing payment of the loan, and the remainder of the repurchase price shall be paid to Grantee.

5. Closing of any of the repurchase transactions described above shall be accomplished by Grantee's reconveyance of the Property to Grantor, its successors and assigns, by special warranty deed, free and clear of any liens and encumbrances other than those encumbrances existing on the date of this conveyance, and any additional encumbrances which do not materially adversely affect the value or intended use of the Property. In the event that Grantor should exercise its right to repurchase, then upon revestment of title in Grantor, all covenants, conditions, restrictions, and reservations imposed by Grantor in this Deed shall automatically terminate and be of no further force or effect.

D. Ad valorem taxes and assessments for the current year (which have been prorated as of the Effective Date hereof), the payment of which Grantee assumes.

E. All set-back lines, restrictions, easements, and other matters affecting the Property, as set forth in the map or plat recorded under Slide No. 1356/B of the Plat Records of Fort Bend County, Texas.

F. The reservation and exception by Grantor unto itself, its successors, assigns and predecessors in title in accordance with their respective interests of record of all oil, gas, and other minerals in, on, and under, and that may be produced and saved from the Property. Grantor hereby releases and relinquishes, for itself and its successors and assigns, all of its rights to use the surface of the Property for exploring and drilling for and producing of, and all other rights to use of the surface which Grantor may have in connection with, such oil, gas, or other minerals from the mineral estate owned and retained by Grantor; reserving, however, the right to drill under and through the subsurface of the Property below the depth of two hundred feet (200') by well located on the surface of land outside the boundaries of the Property, and the right to pool and combine the Property with other land for the purpose of exploring and drilling for and producing of such oil, gas, or other minerals.

G. At such time as Grantee commences construction of improvements on the Property, Grantee covenants to construct, if required pursuant to applicable law by the City of Sugar Land, Texas (the "City"), a sidewalk meeting the requirements of the City's Subdivision Ordinance.

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Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, hereby grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold unto Grantee, Grantee's legal representatives, successors and assigns forever. Grantor hereby binds Grantor and Grantor's legal representatives and successors to warrant and forever defend all and singular the Property, subject to the reservations from and exceptions to conveyance and warranty set forth in this deed, to Grantee and Grantee's legal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

EXECUTED on the date of the acknowledgement hereinafter set forth, but made effective as of the 7th day of March, 1995 (the "Effective Date").

SUGARLAND PROPERTIES INCORPORATED

("Grantor")

By: /s/ Les A. Newton

Les A. Newton
President

ATTEST:

/s/ Carl P. Favre

Carl P. Favre, Secretary

ATTACHMENTS:

- Exhibit A - Permitted Exceptions
- Exhibit B - Restrictive Covenants

THE STATE OF TEXAS)
)
COUNTY OF FORT BEND)

This instrument was acknowledged before me on the 7th day of March, 1995, by LES A. NEWTON, President of SUGARLAND PROPERTIES INCORPORATED, a Texas corporation, on behalf of said corporation.

[NOTARY PUBLIC SEAL]

/s/ Melia L. Burciaga

Notary Public, State of Texas

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EXHIBIT A
TO
SPECIAL WARRANTY DEED

PERMITTED EXCEPTIONS

1. Restrictions recorded in Slide No. 1356/B in the Plat Records of Fort Bend County, Texas.
2. A temporary drainage easement 15 feet wide granted to Fort Bend County Municipal Utility District No. 21 as set forth by instrument dated June 11, 1992 recorded in Volume 2416, Page 1550 of the Official Records of Fort Bend County, Texas and as reflected by the plat

recorded in Slide No. 1356/B of the Plat Records of Fort Bend County, Texas.

3. An easement 10 feet wide together with an unobstructed aerial easement 10 feet wide from a plane 16 feet above the ground upward, granted to Houston Lighting and Power Company, the location shown on Sketch No. W84-446 attached thereto as set forth in instrument recorded in Volume 1597, Page 232 of the Official Records of Fort Bend County, Texas and as reflected by the plat recorded in Slide No. 1356/B of the Plat Records of Fort Bend County, Texas..
4. A temporary drainage easement granted to Fort Bend County Municipal Utility District No. 21 as set forth by instrument recorded in Volume 2503, Page 567 of the Official Records of Fort Bend County, Texas and as reflected by the plat recorded in Slide No. 1356/B of the Plat Records of Fort Bend County, Texas.
5. A temporary drainage easement 50 feet in width running in a north and south direction through the east portion of subject property, granted to Fort Bend County Municipal Utility District No. 21, as set forth by instrument recorded in Volume 2712, Page 1259 of the Official Records of Fort Bend County, Texas, and as reflected by the plat recorded in Slide No. 1356/B of the Plat Records of Fort Bend County, Texas.
6. An easement 10 feet wide together with an unobstructed aerial easement 11 feet 5 inches wide from a plane 16 foot above the ground upward granted to Houston Lighting & Power Company; the location shown on Sketch No. W-84-446 attached thereto as set forth in instrument recorded in Volume 1597, Page 236 of the Official Records of Fort Bend County, Texas and as reflected by the plat recorded in Slide No. 1356/B of the Plat Records of Fort Bend County, Texas.

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7. A drainage easement 60 feet wide along the south property line, as reflected by the plat recorded in Slide No. 1356/B of the Plat Records of Fort Bend County, Texas.
8. A storm sewer easement 20 feet wide along the east property line, as reflected by the plat recorded in Slide No. 1356/B of the Plat Records of Fort Bend County, Texas.
9. An easement for drainage purposes extending a distance of 20 feet on each side of the center line of all natural water courses, if any, reflected by the plat recorded in Slide No. 1356/B of the Plat Records of Fort Bend County, Texas.
10. A 1/32nd non-participating royalty interest in and to all the oil, gas, and other minerals on, in, under, or that may be produced from the subject property, as set forth in instrument recorded in Volume 236, Page 9 of the Deed Records of Fort Bend County, Texas.
11. A 50% non-participating royalty interest in and to all the oil, gas, and other minerals on, in, under, or that may be produced from subject property, as set forth in instrument recorded in Volume 607, Page 80 of the Deed Records of Fort Bend County, Texas.
12. Building set back line of 25 feet along the south and east property lines, as set out on the plat recorded in Slide No. 1356/B of the Plat Records of Fort Bend County, Texas.

EXHIBIT B
TO
SPECIAL WARRANTY DEED

RESTRICTIVE COVENANTS

The following covenants, conditions, and restrictions (the "Restrictive Covenants") shall run with title to the Property (as hereinafter defined), and shall be binding upon and inure to the benefit of the Association (as defined below), Grantor, Grantee, and their respective legal representatives, successors and assigns.

The purpose of these Restrictive Covenants is to protect the Association, Grantor, Grantee, any future owner of all or any portion of the Property, and other owners of land in the Sugar Land Business Park from and against the improper development and use of the Property; to assure the compatibility of design of improvements located within Sugar Land Business Park; to secure and preserve sufficient setbacks of space within the Sugar Land Business Park so as to create an aesthetically pleasing environment; and to provide for landscaping on the Property and the maintenance thereof.

1. Definitions. The following words when used herein (unless the context otherwise requires) shall have the following meanings:

"Approved Building" means the assembly, manufacturing, office, warehousing, distribution, light industrial, commercial processing, research or servicing facility, or other facility for a use permitted hereby, to be constructed by Grantee on the Property with the prior approval of the ARC, as well as any other improvement approved by the ARC and constructed on the Property by any future owner of all or any portion of the Property.

"ARC" means the Architectural Review Committee of the Association.

"Association" means the Sugar Land Business Park Association, Inc., a Texas non-profit corporation, or any successor or assign, which will administer and enforce the covenants, conditions, restrictions, and assessments encumbering the Property and other land located within the Sugar Land Business Park subject to the Association's jurisdiction.

"Board" means the Board of Directors of the Association.

"Building Site" means each parcel of land (including the Property) located within the Sugar Land Business Park and subject to the Association's jurisdiction as designated by Grantor or the Association, or those lands annexed thereto, and established for the purpose of constructing thereon office, retail, commercial,

educational, municipal, governmental, warehouse, light industrial, manufacturing, assembly, or other similar structures; provided, however, that Grantee and its legal representatives, successors and assigns shall have the right to combine the Property, and any adjacent property or properties owned by Grantee, its affiliates, or its or their legal representatives, successors and assigns, into a single Building Site for purposes of these Restrictive Covenants, by notice to the Association.

"Deed" means that Special Warranty Deed with respect to the Property from Sugarland Properties Incorporated, a Texas corporation ("Grantor"), to

KENT ELECTRONICS CORPORATION, a Texas corporation ("Grantee"), to which this "Exhibit B" has been attached and made a part for all purposes.

"Owner" means Grantee, its legal representatives, successors and assigns, or any future record owner of all or any portion of the Property, or if any portion of the Property is made subject to a ground lease, the ground lessee, whether one or more persons, of such portion of the Property, but notwithstanding any applicable theory of mortgage, not a mortgagee unless and until such mortgagee has acquired title to the fee or leasehold estate in a grant pursuant to foreclosure, by deed, or by any proceeding in lieu of foreclosure.

"Property" means that certain tract or parcel of land containing fifty-one (51) acres of land, more or less, situated within the City of Sugar Land, Fort Bend County, Texas, as more particularly described in the Deed.

"Set Back Area" means the area of the Property between a Set Back Line as set forth in Section 5 hereof, and the boundary line(s), street curb-line(s), or other line(s) to which such Set Back Line relates.

"Set Back Line" or "Set Back Lines" means those lines established pursuant to Section 5 hereof.

All capitalized terms not specifically defined herein shall have the definitions and meanings set forth in the Deed, unless the context otherwise requires.

2. Use Permitted: The Property shall be used solely for office, commercial processing, research, servicing, light industrial, assembly, manufacturing, warehousing, and distribution purposes and services ancillary to such uses, all under the conditions hereinafter set forth, and for no other purpose or purposes unless the Owner first obtains the written and recorded approval of Grantor or the ARC, which approval shall not be unreasonably withheld. No restaurant, gasoline service station, or convenience store which is open to the public will be permitted except as

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Grantor or the ARC, in the exercise of its sole discretion, shall first approve in writing. In addition to the foregoing permitted uses, from and after twenty (20) years from the date hereof, the Property may be used, in whole or in part, for any other commercial uses, but if the Property is used for such other commercial uses, then (i) all buildings or structures erected or maintained thereon shall be substantially similar to and in harmony with the buildings or structures located on adjoining land which is subject to the covenants, conditions, and restrictions applicable to the Property, and (ii) such other uses of the Property shall be compatible with uses on such adjoining land.

No use shall be permitted which is offensive by reason of odor, fumes, dust, smoke, noise, or pollution, or which is hazardous by reason of excessive danger of fire or explosion or which otherwise constitutes a nuisance, which is dangerous or unsafe or which is calculated to injure the reputation of the Property, or any neighboring Building Site, or which is in violation of city, county, state, or federal laws. Written approval by the ARC of a particular use shall be conclusive evidence of compliance with this Restrictive Covenant.

3. Plan Approval Required: Prior to construction or material external alteration of any building or other structure located on the Property, two (2) complete sets of building and landscaping plans and specifications shall be submitted to the ARC. No building, structure, or other improvement shall be constructed, externally altered, or placed upon any part of the Property until the location, design, plans, and specifications for same (including landscaping) have been first approved in writing by the ARC, such approval not to be unreasonably withheld. The failure by the ARC to notify Owner of the disapproval or approval (or combination thereof) of such plans and

specifications within forty-five (45) days after their submission to the ARC shall be conclusively deemed to constitute the ARC's approval thereof for all purposes hereunder.

4. Construction Standards: Construction or external alteration of any building shall meet the standards set forth in these Restrictive Covenants. For the purposes of these Restrictive Covenants, when a construction material is specified herein, another material may be used in lieu thereof, provided such material is not materially inferior in appearance to any such material specified herein and is first approved in writing by the ARC.

All buildings shall have exterior walls of face brick, exposed aggregate concrete, or painted concrete (i.e., tilt wall construction) or of an equivalent, permanent material. No building shall be covered with sheet or corrugated aluminum, asbestos, iron, or steel.

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5. Setback Lines and Areas:

a. Setback Lines are established with respect to the Property (measured from the applicable boundary line of the Property):

<TABLE>
<CAPTION>

Applicable Boundary Line -----	Building Setback Line ----- (in feet) -----	Surface Parking Setback Line ----- (in feet) -----
<S>	<C>	<C>
Jess Pirtle	40'	40'
Proposed Gillingham Lane	40'	25'
Side Property Line	10'	6'
Rear Property Line	10'	6'

</TABLE>

b. No Improvements on or above natural ground level may be located within a Setback Area other than utility installations, landscaping (including berms or other sculptured landscaping), signs, lighting, sidewalks, walkways, streets, driveways, drives, running tracks, benches, bus shelters, water amenities with water fountains, and drinking fountains, as approved by the ARC.

6. Parking: Parking shall be provided in (a) the minimum ratio of one (1) permanently-paved, off-street passenger car parking space for each one thousand square feet (1,000 s.f.) of warehouse building area, for each five hundred square feet (500 s.f.) of manufacturing building area, and for each two hundred fifty square feet (250 s.f.) of office building area, or (b) the minimum ratio of one (1) passenger car parking space for every two (2) employees, whichever ratio shall result in the greater number of parking spaces. No use shall be made of the Property or any building constructed thereon which requires or is reasonably expected to require or attract parking in excess of capacity of the facilities maintained therefor on the Property.

Parking will not be permitted on any street or at any place other than the paved parking spaces provided in accordance with the foregoing, and Owner and any lessee of any portion of the Property shall be responsible for compliance by their respective employees and visitors.

7. Landscaping: When a Building Site is developed, all open, unpaved space on the developed portion of the Building Site including, but not limited to, front, side, and rear building setback areas of the developed portion of the Building Site shall be grassed and landscaped. Likewise, a

sprinkler system of approved design shall be installed in all grassed and landscaped areas on the developed portion of the Building Site. Landscaping in accordance with the plans approved by the ARC must be installed on the developed portion of the Building Site within thirty (30) days following the occupancy of any building constructed on the Property. This period will be extended in the event of delays

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caused by adverse weather conditions or other causes beyond reasonable control. The foregoing notwithstanding, the undeveloped portions of a Building Site will not need to be sprinklered or landscaped, but instead, shall only be seeded or sodded with grass, and such grass need not be mowed or brush-hogged more frequently than once every three (3) weeks during the months of February through November and once each in December and January (or such less frequent basis as shall be the basis used by the Association for mowing or brush-hogging undeveloped land).

8. Screening: The right of Owner or a lessee of any portion of the Property to use any building or buildings shall not be construed to permit the keeping of articles, goods, materials, incinerators, storage tanks, refuse containers, or like equipment in the open or exposed to public view, or view from adjacent Building Sites. If it shall become necessary to store or keep such materials or equipment in the open, they shall be screened (including berming) from view in a manner first approved in writing by the ARC. Such screen shall be of a height at least equal to that of the materials or equipment being stored but in no event less than six feet (6') in height. Added screening must also be provided to shield such stored materials and equipment from view from adjacent buildings.

Water towers, storage tanks, processing equipment, stand fans, skylights, cooling towers, communication towers, vents, and any other structures or equipment shall be architecturally compatible or effectively shielded from public view by an architecturally-sound method which shall be approved in writing by the ARC prior to the construction or erection of said structures or equipment.

9. Roof Top Equipment: All equipment mounted on the roof of any building within any Building Site shall be screened on all sides with material compatible with the exterior surface of said building or painted in the manner prescribed by the ARC.

10. Signs: All signs shall be of a design and material reasonably approved by the ARC. Unless otherwise approved in writing by the ARC, all signs must be attached to a building, parallel to and contiguous with its wall, and not project above its roof line. No sign of a flashing nature or moving character shall be installed and no sign shall be painted on a building wall. The ARC shall use the signage design guidelines adopted by it (which may, at the Association's option, be the same as or similar to the First Colony Signage Design Guidelines) in evaluating all signs on a Building Site.

11. Illumination: Any buildings constructed on the Property shall have exterior illumination facilities for their front and side walls of a power and design sufficient to measure a minimum of one and one-half (1-1/2) foot candles to all property lines during

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the night, and upon completion of each such building said illumination facilities shall remain in full operation until ten o'clock each night (10:00

12. Loading Docks: Any loading docks built or maintained on the street side of any building constructed on the Property must be set back at least fifty feet (50') from all streets. Loading docks must be screened with a fence or by landscaping planted between the loading docks and the streets adjoining the side of the building not facing the street.

13. Maintenance: Owner and any lessee of any portion of the Property agrees in favor of the Association to keep the Property in a well-maintained, clean, and attractive condition at all times, subject as otherwise provided in the last sentence of Section 7 hereof. If, in the reasonable opinion of the Association, Owner or lessee is failing in this duty and responsibility, then the Association may give Owner or lessee, or both, notice of such fact, and Owner or lessee must, within ten (10) days of such notice, commence to prosecute to completion the care and maintenance required to restore the Property to a clean, and attractive condition, and must thereafter diligently prosecute same to completion. Should Owner or any lessee fail to fulfill his duty and responsibility after such notice, then the Association shall have the right and power to perform such care and maintenance, and the Owner or lessee (and both of them) of the portion of the Property on which such work is performed by the Association shall be liable for the cost of any such work and shall promptly reimburse the Association for the cost thereof. If Owner or lessee shall fail to so reimburse the Association within thirty (30) days after being billed therefor by the Association, such cost shall constitute a lien on the portion of the Property upon which such maintenance was performed and shall be enforceable in the same manner as the assessment lien provided for in these Restrictive Covenants.

14. Standards and Procedures. The ARC may establish and promulgate reasonable "Development Guidelines", which the ARC may modify or amend as it reasonably deems necessary and appropriate for the orderly development of the Property and the Sugar Land Business Park, including, but not limited to, those portions of the Development Guidelines regarding workmanship, materials, building methods, observance of requirements concerning installation and maintenance of public utility facilities and services and compliance with governmental regulations. The Development Guidelines may be reasonably amended by the ARC without notice, but shall not be applied retroactively to reverse or otherwise adversely affect in any manner whatsoever a prior approval granted by the ARC or the Association to any Owner or prospective purchaser of any Building Site, or to apply to any improvements contemplated by or constructed or under construction pursuant to any such prior approval.

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Subject as hereinabove provided, the rules, standards and procedures set forth in the Development Guidelines, as same may be amended, shall be binding and enforceable against each Owner in the same manner as any other restriction set forth herein.

15. Variances. The Board, upon the recommendation of the ARC, may authorize variances from compliance with any of the architectural provisions of these Restrictive Covenants, including restrictions upon height, size, placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing, must be signed by at least a majority of the Board of Directors, and shall become effective upon their execution. If such variances are granted, no violation of the covenants, conditions, and restrictions contained in these Restrictive Covenants shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of these Restrictive Covenants for any purpose except as to the particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all

governmental laws and regulations.

16. Limitation of Liability. Neither the Grantor, the Association, the ARC, or the Board, nor any of their officers, partners, directors, or members, or any of their respective successors and assigns shall be liable in damages or otherwise to anyone who submits matters for approval to any of the above-mentioned parties or to any Owner affected by these Restrictive Covenants by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any matters requiring approval hereunder.

17. Enforcement Assessment. The Board of Directors may, by majority vote, elect to assess the Property for the amount of costs incurred by the Association in successfully enforcing, as against Grantor's noncompliance, these Restrictive Covenants or any other covenants, conditions, or restrictions imposed on the Property by Grantor in the Deed. To the extent the Association prevails in any of its enforcement proceedings, the enforcement assessment, together with late fees (calculated from the due date at the rate of twelve per cent (12%) per annum or a rate equal to the highest lawful rate, whichever is lower) and reasonable attorneys' fees, shall constitute a lien on the Property enforceable in the same manner as the assessment lien provided for in these Restrictive Covenants.

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18. Sugar Land Business Park Maintenance Assessment. The Property shall be subject to the Sugar Land Business Park Maintenance Assessment, as follows:

A. Creation. Payment of the Sugar Land Business Park Maintenance Assessment shall be the obligation of Owner and shall constitute a lien on the Property, binding and enforceable as provided herein.

B. Rate. The initial Sugar Land Business Park Maintenance Assessment established by the Association shall not exceed the aggregate sum of THREE AND 35/100THS DOLLARS (\$3.35) per linear front foot abutting any public road right-of-way which has been dedicated and constructed and is open for public use.

C. Commencement. For purposes of calculation, the initial Sugar Land Business Park Maintenance Assessment shall commence on either the first day of the first month following the date of conveyance of the Property to Owner, or the first day of the month following the date when a building permit is issued or building construction commences, whichever first occurs.

D. Proration. The initial Sugar Land Business Park Maintenance Assessment shall be made for the balance of the calendar year as determined on a pro-rata basis and shall become due and payable on the commencement date described above. The Sugar Land Business Park Maintenance Assessment for any year after the first year shall be due and payable on the first day of January or such other date as the Board of Directors of the Association may in its sole discretion designate.

E. Levying of the Assessment. The Sugar Land Business Park Maintenance Assessment shall be levied at the sole discretion of the Association. The Board of Directors of the Association shall determine the sufficiency or insufficiency of the then current Sugar Land Business Park Maintenance Assessment to reasonably meet the expenses for providing services and capital improvements in the Sugar Land Business Park and may, at its sole discretion, increase or decrease the annual Sugar Land Business Park Maintenance Assessment in an amount up to fifteen percent (15%) over or under the previous

year's Sugar Land Business Park Maintenance Assessment. The Sugar Land Business Park Maintenance Assessment may only be increased by more than fifteen percent (15%) over the preceding year's assessment if such increase is approved by a majority of the total voting units of the membership of the Association. The Sugar Land Business Park Maintenance Assessment shall not be increased or decreased more than once

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in any calendar year, nor shall any increase be construed to take effect retroactively.

F. Collection and Remedies for Assessments.

(i) The assessments provided in these Restrictive Covenants, together with late charges and reasonable attorney's fees as necessary for collection, shall be a charge on and a continuing lien upon the land against which each such assessment is made. Each such assessment, together with late charges and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the land at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

(ii) Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) eighteen percent (18%) per annum or (ii) the maximum rate of interest permitted by law. The Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Property as provided under Texas law. No Owner may waive or otherwise escape liability for the assessments provided for herein by reason of non-use or abandonment.

G. Subordination of the Lien to Mortgages. The assessment lien shall be subordinate to the lien of any first mortgage. Sale or transfer of the Property or any Building Site shall not affect the assessment lien. However, the sale or transfer of any Building Site pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of any assessments which became due prior to such sale or transfer, but otherwise the lien shall survive such foreclosure or proceedings. Sale or transfer shall not relieve any Building Site from the liability of any subsequent assessments or from the lien thereof.

H. Exempt Properties. All properties dedicated to and accepted by a municipal, county, federal, or other governmental authority and all properties owned by charitable or non-profit organizations, which are exempt from taxation by Federal laws and the laws of the State of Texas shall be exempt from the assessments created herein and the Owners thereof shall have no voting rights with respect thereto. The Board may make other exceptions where in its reasonable determination there is a beneficial result to the development plan for the Sugar Land Business Park.

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19. Term; Modification and Termination of Covenants: These

Restrictive Covenants shall terminate on January 1, 2035, unless extended or sooner terminated, as hereinafter provided. Each restriction and covenant contained in these Restrictive Covenants may be amended, modified, extended, or terminated by the filing of a recorded instrument executed by Grantor, Grantee, and the Association (except that the joinder of Grantor shall only be necessary for amendments, modifications, extensions, and terminations prior to, but not after, January 1, 2005) or their respective legal representatives, successors, or assigns. Likewise, if the Owner of the Property and the owners of Building Sites representing a majority of the linear front street, road, or highway footage within the Sugar Land Business Park and whose Building Sites are encumbered with covenants, conditions, and restrictions which are substantially equivalent to these Restrictive Covenants (the "Majority Owners") so desire, they may deliver to the Board of Directors of the Association at any time a written declaration ("Declaration") altering, amending, extending, or terminating the restrictions and covenants contained in these and similar Restrictive Covenants binding their respective properties. Upon the Association's joinder and approval of said Declaration, the Declaration shall be signed and acknowledged by the parties thereto and recorded in the Public Records of Fort Bend County, Texas, whereupon these Restrictive Covenants shall be null and void except as may be otherwise provided in the Declaration and the Property thereafter shall be made subject to covenants, conditions, and restrictions in the Declaration. The right to alter, amend, extend, or terminate the restrictions and covenants contained in these and similar Restrictive Covenants, running with title to property located within the Sugar Land Business Park, shall continue until the termination of such Restrictive Covenants.

20. Enforcement of Covenants: In the event of a violation of the restrictions and covenants contained in these Restrictive Covenants with respect to the Property or any portion thereof, it shall be lawful for the Association, Grantor, or any person or persons owning an interest in the Property or any Building Site to prosecute proceedings at law or in equity against Owner or any other person violating or attempting to violate any such restriction or covenant in order to prevent him or them from so doing, to correct such violation, or to recover damages or other relief for such violation. Invalidation of any one or any part of these Restrictive Covenants by judgment or court order shall in no way affect any of the other provisions or parts of provisions which shall remain in full force and effect. Neither the Association nor Grantor warrants hereby to Owner that any Building Site located adjacent to the Property or anywhere within the Sugar Land Business Park is currently subject or will be made subject in the future to these Restrictive Covenants or to the jurisdiction of the Association.

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21. Severability and Term. The invalidity of any one or more of the provisions of these Restrictive Covenants shall not affect the validity of the other provisions hereof. The provisions set forth in these Restrictive Covenants shall remain in full force and effect, unless otherwise modified or terminated as provided in Section 19 above, to the full extent and as to all situations and persons to which they may be legally enforceable.

22. Compliance with Laws. At all times, each Owner shall comply with all applicable federal, state, county, and municipal laws, ordinances, rules and regulations with respect to the use, occupancy and condition of the Property and any improvements thereon.

23. Gender and Number. The singular wherever used herein shall be construed to mean or include the plural when applicable, and vice versa (unless otherwise clearly indicated by the context), and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

24. Headings. The titles and captions for these Restrictive

Covenants and sections contained herein are for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in these Restrictive Covenants.

25. GOVERNING LAW; VENUE. THE PROVISIONS IN THESE RESTRICTIVE COVENANTS SHALL BE GOVERNED BY AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND VENUE SHALL LIE EXCLUSIVELY IN FORT BEND COUNTY, TEXAS.

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SPECIAL WARRANTY DEED

GRANTOR: SUGARLAND PROPERTIES INCORPORATED,
a Texas corporation

GRANTOR'S MAILING ADDRESS
(including county): 4665 Sweetwater Blvd., Suite 100
Sugar Land, Texas 77479
Fort Bend County, Texas

GRANTEE: KENT ELECTRONICS CORPORATION,
a Texas corporation

GRANTEE'S MAILING ADDRESS
(INCLUDING COUNTY): 7433 Harwin Drive
Houston, Texas 77036
Harris County, Texas

CONSIDERATION:

TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration.

PROPERTY:

That certain tract or parcel of land containing fifteen (15) acres of land, more or less, out of the Brown and Belknap League, Abstract Number 15, Fort Bend County, Texas, and being all of Commercial Reserve "A" of SUGAR LAND BUSINESS PARK TRACT 132, a Commercial Development situated within the City of Sugar Land, Texas, according to the map or plat thereof recorded under Slide Number 1380/A of the Plat Records of Fort Bend County, Texas, together with all and singular the improvements thereon, and the rights, appurtenances, benefits, and privileges pertaining thereto and Grantor's right, title, and interest (if any) in and to any strips and gores and Grantor's reversionary right, title and interest (if any) in and to the centerline of adjacent roads, streets, and rights-of-way.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

A. All those encumbrances, exceptions, and matters of record affecting the Property which are set forth in Exhibit A attached hereto and made a part hereof for all purposes as if fully set out herein, to the extent same are valid and subsisting and affect title to the Property (the "Permitted Exceptions").

B. All those covenants, conditions, and restrictions affecting the Property which are set forth in Exhibit B attached hereto and made a part hereof for all purposes as if fully set out herein (the "Restrictive Covenants"). Such Restrictive Covenants shall be deemed covenants running with title to the Property and shall be binding upon and inure to the benefit of Grantor and Grantee and their respective legal representatives, successors and assigns.

C. The reservation of the following rights in favor of Grantor, its successors and assigns:

1. Grantor reserves and shall have the right (the "Commencement Repurchase Right"), but not the obligation, to repurchase the Property if Grantee fails to pour the foundation slab ("Commencement of Construction") for a building on the Property within sixty (60) months of the effective date hereof (plus a period of time equal to the duration of any delay caused by reason of fire, act of God, shortage of labor or material, strike, lockout, casualty, or other condition beyond Grantee's control). The repurchase price shall be equal to the purchase price paid for the Property by Grantee to Grantor, less any taxes, liens, and assessments unpaid as of the date of such repurchase, plus any real estate ad valorem taxes paid by Grantor with respect to the Property prior to the date of such repurchase. The Commencement Repurchase Right shall be exercised by Grantor by written notice to Grantee within six (6) months from the date it accrues, or the same shall automatically terminate. Closing of such repurchase transaction shall be completed within thirty (30) days from the date of Grantor's notice to Grantee of its election to exercise its Commencement Repurchase Right. The Commencement Repurchase Right shall automatically terminate upon Commencement of Construction.

2. Grantor reserves and shall have the right (the "Completion Repurchase Right"), but not the obligation, to repurchase the Property if Grantee fails to obtain an architect's certificate of substantial completion for the building to be built on the Property within twenty-four (24) months after the Commencement of Construction (plus a period of time equal to the duration of any delay caused by reason of fire, act of God, shortage of labor or material, strike, lockout, casualty, or other condition beyond Grantee's control). The repurchase price shall be equal to the purchase price paid by Grantee to Grantor for the Property, less any taxes, liens, and assessments unpaid as of the date of the repurchase, plus all costs of any nature whatsoever (including without limitation, construction, architectural, and engineering costs and fees, permitting costs, utility-related costs, and other costs and expenses) of or associated with the Property and any improvements either completed or then under construction. The Completion Repurchase Right shall be exercised by written

notice to Grantee within sixty (60) days of the date it accrues, or the same shall automatically terminate. Closing upon such repurchase transaction shall be completed within thirty (30) days from the date of Grantor's notice to Grantee of its election to exercise its Completion Repurchase Right. The Completion Repurchase Right shall automatically terminate upon Grantor's receipt of an architect's certificate of substantial completion, unless such certificate is received by Grantor after Grantor has notified Grantee of its election to exercise its Completion Repurchase Rights.

3. If the Property has not been improved by a building, no interest in the Property shall be sold or transferred (except to the "Mortgagee" as defined below, or to any company owned or controlled by, owning or controlling, or under common ownership or control with, Grantee ["Affiliate"]) by Grantee unless and until Grantee shall have first offered to sell such interest in the Property to Grantor and Grantor shall have waived its right to purchase the Property (the "Right of First Refusal"). Grantor reserves and shall have the right and the Property shall hereby be encumbered by a continuing right of first refusal in Grantor as hereinafter set forth.

a. If Grantee intends to make a bona fide sale of the Property or any interest therein (other than a sale or transfer to the Mortgagee as hereinafter provided, or to any Affiliate of Grantor) before the Property shall have been improved with a building, Grantee shall deliver to Grantor notice of such intention, together with a copy of a bona fide proposed contract of sale from a third party ("Proposed Contract"). Within twenty (20) days of receipt of such notice and proposed Contract, Grantor, if it chooses to exercise its Right of First Refusal, shall deliver to Grantee an agreement to purchase the Property or any interest therein upon the following terms:

(i) The price to be paid and the terms of payment shall be equivalent or better than those stated in the Proposed Contract;

(ii) The sale shall be closed within thirty (30) days after the delivery by Grantor of said agreement to purchase (or at Grantee's option, on the last date for closing contemplated by the Proposed Contract, assuming for such purpose that the Proposed Contract had been executed as of the date the Proposed Contract was sent to Grantor); and

(iii) In all other respects such agreement to purchase shall be as favorable to Grantee as the Proposed Contract.

b. If Grantor shall elect to waive its Right of First Refusal, or shall fail to exercise said right within twenty (20) days of receipt of the Proposed Contract, Grantee shall be entitled to consummate the sale to the Proposed Contract purchaser free of any right of Grantor. Grantor's waiver shall be evidenced by a certificate executed by Grantor in recordable form which shall be delivered to the Proposed Contract purchaser and recorded in the Public Records of Fort Bend County, Texas; provided, however, in the event Grantor fails or refuses to deliver such certificate, Grantor's waiver of the Right of First Refusal shall be deemed to have occurred upon Grantor's failure to deliver to Grantee an agreement to purchase the Property within the time period provided herein.

c. Any sale of the Property or any interest therein (other than to the Mortgagee as hereinafter provided, or to any Affiliate of Grantee), which is made prior to the construction of a building thereon, and without (i) notice to Grantor, (ii) a waiver of Grantor's Right of First Refusal as aforesaid, or (iii) a failure by Grantor to exercise its Right of First Refusal within the aforesaid twenty (20) days, shall be void.

4. If Grantee should execute a deed of trust to secure a loan made to Grantee in connection with the purchase and/or construction of improvements on the Property, and the beneficiary of such deed of trust (the "Mortgagee") should give notice to Grantor of the name and identity of such Mortgagee, then in such event and at any time Grantor considers that Grantee is in default under either Paragraphs (1) or (2) above, Grantor shall give written notice thereof to Mortgagee at the address furnished, and Mortgagee shall thereupon have a reasonable time within which to foreclose its lien and acquire title to, and possession of, the Property, and have reasonable time within which to comply with the provisions of this Deed. While Mortgagee is attempting in good faith to accomplish the foregoing, Grantor shall not exercise either the Commencement Repurchase Right or the Completion Repurchase Right; but if Mortgagee should fail to cause such default by Grantee to be cured, then Grantor shall have the option to exercise its repurchase rights. The repurchase price hereunder shall be paid to Mortgagee to the extent of the amount theretofore advanced by Mortgagee on said loan to the extent that such amount has been applied to the purchase of the Property and/or the cost of improvements either completed or then under construction upon the Property. Said amount advanced by Mortgagee, as described in the preceding sentence, shall be delivered to Mortgagee and, upon receipt thereof, Mortgagee shall release the deed of trust and any other instruments securing payment of the loan, and the remainder of the repurchase price shall be paid to Grantee.

5. Closing of any of the repurchase transactions described above shall be accomplished by Grantee's reconveyance of the Property to Grantor, its successors and assigns, by special warranty deed, free and clear of any liens and encumbrances other than those encumbrances existing on the date of this conveyance, and any additional encumbrances which do not materially adversely affect the value or intended use of the Property. In the event that Grantor should exercise its right to repurchase, then upon revestment of title in Grantor, all covenants, conditions, restrictions, and reservations imposed by Grantor in this Deed shall automatically terminate and be of no further force or effect.

D. Ad valorem taxes and assessments for the current year (which have been prorated as of the Effective Date hereof), the payment of which Grantee assumes.

E. All set-back lines, restrictions, easements, and other matters affecting the Property, as set forth in the map or plat recorded under Slide No. 1380/A of the Plat Records of Fort Bend County, Texas.

F. The reservation and exception by Grantor unto itself, its successors, assigns and predecessors in title in accordance with their respective interests of record of all oil, gas, and other minerals in, on, and under, and that may be produced and saved from the Property. Grantor hereby releases and relinquishes, for itself and its successors and assigns, all of its rights to use the surface of the Property for exploring and drilling for and producing of, and all other rights to use of the surface which Grantor may have in connection with, such oil, gas, or other minerals from the mineral estate owned and retained by Grantor; reserving, however, the right to drill under and through the subsurface of the Property below the depth of two hundred feet (200') by well located on the surface of land outside the boundaries of the Property, and the right to pool and combine the Property with other land for the purpose of exploring and drilling for and producing of such oil, gas, or other minerals.

G. At such time as Grantee commences construction of improvements on the Property, Grantee covenants to construct, if required pursuant to applicable law by the City of Sugar Land, Texas (the "City"), a sidewalk meeting the requirements of the City's Subdivision Ordinance.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, hereby grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold unto Grantee, Grantee's legal representatives, successors and assigns forever. Grantor hereby binds Grantor and Grantor's legal representatives and successors to warrant and forever defend all and singular the Property, subject

to the reservations from and exceptions to conveyance and warranty set forth in this deed, to Grantee and Grantee's legal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

EXECUTED on the date of the acknowledgement hereinafter set forth, but made effective as of the 7th day of March, 1995 (the "Effective Date").

SUGARLAND PROPERTIES INCORPORATED

("Grantor")

By: /s/ Les A. Newton

Les A. Newton
President

ATTEST:

/s/ Carl P. Favre

Carl P. Favre, Secretary

ATTACHMENTS:

- Exhibit A - Permitted Exceptions
- Exhibit B - Restrictive Covenants

THE STATE OF TEXAS)
)
COUNTY OF FORT BEND)

This instrument was acknowledged before me on the 7th day of March, 1995, by LES A. NEWTON, President of SUGARLAND PROPERTIES INCORPORATED, a Texas corporation, on behalf of said corporation.

/s/ Melia L. Burciaga

Notary Public, State of Texas

[NOTARY PUBLIC SEAL]

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EXHIBIT A

TO

SPECIAL WARRANTY DEED

PERMITTED EXCEPTIONS

1. Restrictions recorded in Slide No. 1380/A, of the Plat Records of Fort Bend County, Texas.
2. An easement 8 feet wide along the north portion of the east property line, granted to Fort Bend County Municipal Utility District No. 21 as set forth by instrument recorded in Volume 1026, Pages 283 and 289 of the Deed Records of Fort Bend County, Texas and as reflected by the plat recorded in Slide No. 1380/A of the Plat Records of Fort Bend County, Texas.
3. An easement 8 feet wide along the north portion of the east property line for the use of public utilities, as set forth by instrument recorded in Volume 1071, Page 52 of the Deed Records of Fort Bend County, Texas and as reflected by the plat recorded in Slide No. 1380/A of the Plat Records of Fort Bend County, Texas.
4. An easement 8 feet wide along the south portion of the east property line for the use of public utilities, as set forth in instrument recorded in Volume 1073, Page 315 of the Deed Records of Fort Bend County, Texas and as reflected by the plat recorded in Slide No. 1380/A of the Plat Records of Fort Bend County, Texas.
5. An easement 8 feet wide along the south portion of the east property line together with an aerial easement 7' wide adjoining both sides of said easement granted to Houston Lighting & Power Company as set forth by instrument recorded in Volume 1107, Page 146 of the Deed Records of Fort Bend County, Texas and as reflected by the plat recorded in Slide No. 1380/A of the Plat Records of Fort Bend County, Texas.
6. A sanitary sewer easement 5 feet wide along the west property line, as reflected by plat recorded in Slide No. 1356/B of the Plat Records of Fort Bend County, Texas.
7. A water line easement 10 feet wide along Bournemouth Drive, as reflected by plat recorded in Slide No. 1380/A of the Plat Records of Fort Bend County, Texas.
8. A 1/32nd non-participating royalty interest in and to all the oil, gas and other minerals in, on, under or that may be produced from subject property, as set forth in instrument recorded in Volume 236, Page 9 of the Deed Records of Fort Bend County, Texas.

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9. A 50% non-participating royalty interest in and to all the oil, gas and

other minerals in, on, under or that may be produced from subject property, as set forth in instrument recorded in Volume 607, Page 80 of the Deed Records of Fort Bend County, Texas.

10. Building set back line of 5 feet along the north and south property line, as set out on plat recorded in Slide No. 1380/A of the Plat Records of Fort Bend County, Texas.
11. Building set back line of 25 feet along the west property line, as set out on plat recorded in Slide No. 1380/A of the Plat Records of Fort Bend County, Texas.
12. Building set back line of 25 feet along Bournewood Drive, as set out on plat recorded in Slide No. 1380/A of the Plat Records of Fort Bend County, Texas.

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EXHIBIT B
TO
SPECIAL WARRANTY DEED

RESTRICTIVE COVENANTS

The following covenants, conditions, and restrictions (the "Restrictive Covenants") shall run with title to the Property (as hereinafter defined), and shall be binding upon and inure to the benefit of the Association (as defined below), Grantor, Grantee, and their respective legal representatives, successors and assigns.

The purpose of these Restrictive Covenants is to protect the Association, Grantor, Grantee, any future owner of all or any portion of the Property, and other owners of land in the Sugar Land Business Park from and against the improper development and use of the Property; to assure the compatibility of design of improvements located within Sugar Land Business Park; to secure and preserve sufficient setbacks of space within the Sugar Land Business Park so as to create an aesthetically pleasing environment; and to provide for landscaping on the Property and the maintenance thereof.

1. Definitions. The following words when used herein (unless the context otherwise requires) shall have the following meanings:

"Approved Building" means the assembly, manufacturing, office, warehousing, distribution, light industrial, commercial processing, research or servicing facility, or other facility for a use permitted hereby, to be constructed by Grantee on the Property with the prior approval of the ARC, as well as any other improvement approved by the ARC and constructed on the Property by any future owner of all or any portion of the Property.

"ARC" means the Architectural Review Committee of the Association.

"Association" means the Sugar Land Business Park Association, Inc., a Texas non-profit corporation, or any successor or assign, which will administer and enforce the covenants, conditions, restrictions, and assessments encumbering the Property and other land located within the Sugar Land Business Park subject to the Association's jurisdiction.

"Board" means the Board of Directors of the Association.

"Building Site" means each parcel of land (including the Property) located within the Sugar Land Business Park and subject to the Association's jurisdiction as designated by Grantor or the Association, or those lands annexed thereto, and established for the purpose of constructing thereon office, retail, commercial,

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educational, municipal, governmental, warehouse, light industrial, manufacturing, assembly, or other similar structures; provided, however, that Grantee and its legal representatives, successors and assigns shall have the right to combine the Property, and any adjacent property or properties owned by Grantee, its affiliates, or its or their legal representatives, successors and assigns, into a single Building Site for purposes of these Restrictive Covenants, by notice to the Association.

"Deed" means that Special Warranty Deed with respect to the Property from Sugarland Properties Incorporated, a Texas corporation ("Grantor"), to KENT ELECTRONICS CORPORATION, a Texas corporation ("Grantee"), to which this "Exhibit B" has been attached and made a part for all purposes.

"Owner" means Grantee, its legal representatives, successors and assigns, or any future record owner of all or any portion of the Property, or if any portion of the Property is made subject to a ground lease, the ground lessee, whether one or more persons, of such portion of the Property, but notwithstanding any applicable theory of mortgage, not a mortgagee unless and until such mortgagee has acquired title to the fee or leasehold estate in a grant pursuant to foreclosure, by deed, or by any proceeding in lieu of foreclosure.

"Property" means that certain tract or parcel of land containing fifteen (15) acres of land, more or less, situated within the City of Sugar Land, Fort Bend County, Texas, as more particularly described in the Deed.

"Set Back Area" means the area of the Property between a Set Back Line as set forth in Section 5 hereof, and the boundary line(s), street curb-line(s), or other line(s) to which such Set Back Line relates.

"Set Back Line" or "Set Back Lines" means those lines established pursuant to Section 5 hereof.

All capitalized terms not specifically defined herein shall have the

definitions and meanings set forth in the Deed, unless the context otherwise requires.

2. Use Permitted: The Property shall be used solely for office, commercial processing, research, servicing, light industrial, assembly, manufacturing, warehousing, and distribution purposes and services ancillary to such uses, all under the conditions hereinafter set forth, and for no other purpose or purposes unless the Owner first obtains the written and recorded approval of Grantor or the ARC, which approval shall not be unreasonably withheld. No restaurant, gasoline service station, or convenience store which is open to the public will be permitted except as Grantor or the ARC, in the exercise of its sole discretion, shall first approve in writing. In addition to the foregoing permitted

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uses, from and after twenty (20) years from the date hereof, the Property may be used, in whole or in part, for any other commercial uses, but if the Property is used for such other commercial uses, then (i) all buildings or structures erected or maintained thereon shall be substantially similar to and in harmony with the buildings or structures located on adjoining land which is subject to the covenants, conditions, and restrictions applicable to the Property, and (ii) such other uses of the Property shall be compatible with uses on such adjoining land.

No use shall be permitted which is offensive by reason of odor, fumes, dust, smoke, noise, or pollution, or which is hazardous by reason of excessive danger of fire or explosion or which otherwise constitutes a nuisance, which is dangerous or unsafe or which is calculated to injure the reputation of the Property, or any neighboring Building Site, or which is in violation of city, county, state, or federal laws. Written approval by the ARC of a particular use shall be conclusive evidence of compliance with this Restrictive Covenant.

3. Plan Approval Required: Prior to construction or material external alteration of any building or other structure located on the Property, two (2) complete sets of building and landscaping plans and specifications shall be submitted to the ARC. No building, structure, or other improvement shall be constructed, externally altered, or placed upon any part of the Property until the location, design, plans, and specifications for same (including landscaping) have been first approved in writing by the ARC, such approval not to be unreasonably withheld. The failure by the ARC to notify Owner of the disapproval or approval (or combination thereof) of such plans and specifications within forty-five (45) days after their submission to the ARC shall be conclusively deemed to constitute the ARC's approval thereof for all purposes hereunder.

4. Construction Standards: Construction or external alteration of any building shall meet the standards set forth in these Restrictive Covenants. For

the purposes of these Restrictive Covenants, when a construction material is specified herein, another material may be used in lieu thereof, provided such material is not materially inferior in appearance to any such material specified herein and is first approved in writing by the ARC.

All buildings shall have exterior walls of face brick, exposed aggregate concrete, or painted concrete (i.e., tilt wall construction) or of an equivalent, permanent material. No building shall be covered with sheet or corrugated aluminum, asbestos, iron, or steel.

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5. Setback Lines and Areas:

a. Setback Lines are established with respect to the Property (measured from the applicable boundary line of the Property):

<TABLE>
<CAPTION>

Applicable Boundary Line -----	Building Setback Line ----- (in feet) -----	Surface Parking Setback Line ----- (in feet) -----
<S>	<C>	<C>
Proposed Gillingham Lane	40'	25'
Side Property Line	10'	6'
Rear Property Line	10'	6'

</TABLE>

b. No Improvements on or above natural ground level may be located within a Setback Area other than utility installations, landscaping (including berms or other sculptured landscaping), signs, lighting, sidewalks, walkways, streets, driveways, drives, running tracks, benches, bus shelters, water amenities with water fountains, and drinking fountains, as approved by the ARC.

6. Parking: Parking shall be provided in (a) the minimum ratio of one (1) permanently-paved, off-street passenger car parking space for each one thousand square feet (1,000 s.f.) of warehouse building area, for each five hundred square feet (500 s.f.) of manufacturing building area, and for each two hundred fifty square feet (250 s.f.) of office building area, or (b) the minimum ratio of one (1) passenger car parking space for every two (2) employees, whichever ratio shall result in the greater number of parking spaces. No use shall be made of the Property or any building constructed thereon which requires or is reasonably expected to require or attract parking in excess of capacity of the facilities maintained therefor on the Property.

Parking will not be permitted on any street or at any place other than

the paved parking spaces provided in accordance with the foregoing, and Owner and any lessee of any portion of the Property shall be responsible for compliance by their respective employees and visitors.

7. Landscaping: When a Building Site is developed, all open, unpaved space on the developed portion of the Building Site including, but not limited to, front, side, and rear building setback areas of the developed portion of the Building Site shall be grassed and landscaped. Likewise, a sprinkler system of approved design shall be installed in all grassed and landscaped areas on the developed portion of the Building Site. Landscaping in accordance with the plans approved by the ARC must be installed on the developed portion of the Building Site within thirty (30) days following the occupancy of any building constructed on the Property. This period will be extended in the event of delays caused by adverse weather conditions or other causes beyond reasonable control. The foregoing notwithstanding, the undeveloped

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portions of a Building Site will not need to be sprinklered or landscaped, but instead, shall only be seeded or sodded with grass, and such grass need not be mowed or brush-hogged more frequently than once every three (3) weeks during the months of February through November and once each in December and January (or such less frequent basis as shall be the basis used by the Association for mowing or brush-hogging undeveloped land).

8. Screening: The right of Owner or a lessee of any portion of the Property to use any building or buildings shall not be construed to permit the keeping of articles, goods, materials, incinerators, storage tanks, refuse containers, or like equipment in the open or exposed to public view, or view from adjacent Building Sites. If it shall become necessary to store or keep such materials or equipment in the open, they shall be screened (including berming) from view in a manner first approved in writing by the ARC. Such screen shall be of a height at least equal to that of the materials or equipment being stored but in no event less than six feet (6') in height. Added screening must also be provided to shield such stored materials and equipment from view from adjacent buildings.

Water towers, storage tanks, processing equipment, stand fans, skylights, cooling towers, communication towers, vents, and any other structures or equipment shall be architecturally compatible or effectively shielded from public view by an architecturally-sound method which shall be approved in writing by the ARC prior to the construction or erection of said structures or equipment.

9. Roof Top Equipment: All equipment mounted on the roof of any building within any Building Site shall be screened on all sides with material compatible with the exterior surface of said building or painted in the manner prescribed by the ARC.

10. Signs: All signs shall be of a design and material reasonably approved by the ARC. Unless otherwise approved in writing by the ARC, all signs must be attached to a building, parallel to and contiguous with its wall, and not project above its roof line. No sign of a flashing nature or moving character shall be installed and no sign shall be painted on a building wall. The ARC shall use the signage design guidelines adopted by it (which may, at the Association's option, be the same as or similar to the First Colony Signage Design Guidelines) in evaluating all signs on a Building Site.

11. Illumination: Any buildings constructed on the Property shall have exterior illumination facilities for their front and side walls of a power and design sufficient to measure a minimum of one and one-half (1-1/2) foot candles to all property lines during the night, and upon completion of each such building said illumination facilities shall remain in full operation until ten o'clock each night (10:00 p.m.).

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12. Loading Docks: Any loading docks built or maintained on the street side of any building constructed on the Property must be set back at least fifty feet (50') from all streets. Loading docks must be screened with a fence or by landscaping planted between the loading docks and the streets adjoining the side of the building not facing the street.

13. Maintenance: Owner and any lessee of any portion of the Property agrees in favor of the Association to keep the Property in a well-maintained, clean, and attractive condition at all times, subject as otherwise provided in the last sentence of Section 7 hereof. If, in the reasonable opinion of the Association, Owner or lessee is failing in this duty and responsibility, then the Association may give Owner or lessee, or both, notice of such fact, and Owner or lessee must, within ten (10) days of such notice, commence to prosecute to completion the care and maintenance required to restore the Property to a clean, and attractive condition, and must thereafter diligently prosecute same to completion. Should Owner or any lessee fail to fulfill his duty and responsibility after such notice, then the Association shall have the right and power to perform such care and maintenance, and the Owner or lessee (and both of them) of the portion of the Property on which such work is performed by the Association shall be liable for the cost of any such work and shall promptly reimburse the Association for the cost thereof. If Owner or lessee shall fail to so reimburse the Association within thirty (30) days after being billed therefor by the Association, such cost shall constitute a lien on the portion of the Property upon which such maintenance was performed and shall be enforceable in the same manner as the assessment lien provided for in these Restrictive Covenants.

14. Standards and Procedures. The ARC may establish and promulgate reasonable "Development Guidelines", which the ARC may modify or amend as it reasonably deems necessary and appropriate for the orderly development of the Property and the Sugar Land Business Park, including, but not limited to, those portions of the Development Guidelines regarding workmanship, materials,

building methods, observance of requirements concerning installation and maintenance of public utility facilities and services and compliance with governmental regulations. The Development Guidelines may be reasonably amended by the ARC without notice, but shall not be applied retroactively to reverse or otherwise adversely affect in any manner whatsoever a prior approval granted by the ARC or the Association to any Owner or prospective purchaser of any Building Site, or to apply to any improvements contemplated by or constructed or under construction pursuant to any such prior approval. Subject as hereinabove provided, the rules, standards and procedures set forth in the Development Guidelines, as same may be amended, shall be binding and enforceable against each Owner in the same manner as any other restriction set forth herein.

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15. Variances. The Board, upon the recommendation of the ARC, may authorize variances from compliance with any of the architectural provisions of these Restrictive Covenants, including restrictions upon height, size, placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing, must be signed by at least a majority of the Board of Directors, and shall become effective upon their execution. If such variances are granted, no violation of the covenants, conditions, and restrictions contained in these Restrictive Covenants shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of these Restrictive Covenants for any purpose except as to the particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations.

16. Limitation of Liability. Neither the Grantor, the Association, the ARC, or the Board, nor any of their officers, partners, directors, or members, or any of their respective successors and assigns shall be liable in damages or otherwise to anyone who submits matters for approval to any of the above-mentioned parties or to any Owner affected by these Restrictive Covenants by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any matters requiring approval hereunder.

17. Enforcement Assessment. The Board of Directors may, by majority vote, elect to assess the Property for the amount of costs incurred by the Association in successfully enforcing, as against Grantor's noncompliance, these Restrictive Covenants or any other covenants, conditions, or restrictions imposed on the Property by Grantor in the Deed. To the extent the Association prevails in any of its enforcement proceedings, the enforcement assessment, together with late fees (calculated from the due date at the rate of twelve per cent (12%) per annum or a rate equal to the highest lawful rate, whichever is

lower) and reasonable attorneys' fees, shall constitute a lien on the Property enforceable in the same manner as the assessment lien provided for in these Restrictive Covenants.

18. Sugar Land Business Park Maintenance Assessment. The Property shall be subject to the Sugar Land Business Park Maintenance Assessment, as follows:

A. Creation. Payment of the Sugar Land Business Park Maintenance Assessment shall be the obligation of Owner and shall constitute a lien on the Property, binding and enforceable as provided herein.

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B. Rate. The initial Sugar Land Business Park Maintenance Assessment established by the Association shall not exceed the aggregate sum of THREE AND 35/100THS DOLLARS (\$3.35) per linear front foot abutting any public road right-of-way which has been dedicated and constructed and is open for public use.

C. Commencement. For purposes of calculation, the initial Sugar Land Business Park Maintenance Assessment shall commence on either the first day of the first month following the date of conveyance of the Property to Owner, or the first day of the month following the date when a building permit is issued or building construction commences, whichever first occurs.

D. Proration. The initial Sugar Land Business Park Maintenance Assessment shall be made for the balance of the calendar year as determined on a pro-rata basis and shall become due and payable on the commencement date described above. The Sugar Land Business Park Maintenance Assessment for any year after the first year shall be due and payable on the first day of January or such other date as the Board of Directors of the Association may in its sole discretion designate.

E. Levying of the Assessment. The Sugar Land Business Park Maintenance Assessment shall be levied at the sole discretion of the Association. The Board of Directors of the Association shall determine the sufficiency or insufficiency of the then current Sugar Land Business Park Maintenance Assessment to reasonably meet the expenses for providing services and capital improvements in the Sugar Land Business Park and may, at its sole discretion, increase or decrease the annual Sugar Land Business Park Maintenance Assessment in an amount up to fifteen percent (15%) over or under the previous year's Sugar Land Business Park Maintenance Assessment. The Sugar Land Business Park Maintenance Assessment may only be increased by more than fifteen percent (15%) over the preceding year's assessment if such increase is approved by a majority of the total voting units of the membership of the Association. The Sugar Land Business Park Maintenance Assessment shall not be increased or decreased more than once in any calendar year, nor shall any increase be construed to take effect retroactively.

F. Collection and Remedies for Assessments.

(i) The assessments provided in these Restrictive Covenants, together with late charges and reasonable attorney's fees as necessary for collection, shall be a charge on and a continuing lien upon the land against which each such assessment is made. Each such assessment, together with late charges and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the land at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

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ney's fees, shall also be the personal obligation of the person who was the Owner of the land at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

(ii) Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) eighteen percent (18%) per annum or (ii) the maximum rate of interest permitted by law. The Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Property as provided under Texas law. No Owner may waive or otherwise escape liability for the assessments provided for herein by reason of non-use or abandonment.

G. Subordination of the Lien to Mortgages. The assessment lien shall be subordinate to the lien of any first mortgage. Sale or transfer of the Property or any Building Site shall not affect the assessment lien. However, the sale or transfer of any Building Site pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of any assessments which became due prior to such sale or transfer, but otherwise the lien shall survive such foreclosure or proceedings. Sale or transfer shall not relieve any Building Site from the liability of any subsequent assessments or from the lien thereof.

H. Exempt Properties. All properties dedicated to and accepted by a municipal, county, federal, or other governmental authority and all properties owned by charitable or non-profit organizations, which are exempt from taxation by Federal laws and the laws of the State of Texas shall be exempt from the assessments created herein and the Owners thereof shall have no voting rights with respect thereto. The Board may make other exceptions where in its reasonable determination there is a beneficial result to the development plan for the Sugar Land Business Park.

19. Term; Modification and Termination of Covenants: These Restrictive Covenants shall terminate on January 1, 2035, unless extended or sooner terminated, as hereinafter provided. Each restriction and covenant contained in

these Restrictive Covenants may be amended, modified, extended, or terminated by the filing of a recorded instrument executed by Grantor, Grantee, and the Association (except that the joinder of Grantor shall only be necessary for amendments, modifications, extensions, and terminations prior to, but not after, January 1, 2005) or their respective legal representatives, successors, or assigns. Likewise, if the Owner of the Property and the owners of Building Sites representing a majority of the linear front street, road, or highway footage within the Sugar Land Business Park and whose Building Sites are

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encumbered with covenants, conditions, and restrictions which are substantially equivalent to these Restrictive Covenants (the "Majority Owners") so desire, they may deliver to the Board of Directors of the Association at any time a written declaration ("Declaration") altering, amending, extending, or terminating the restrictions and covenants contained in these and similar Restrictive Covenants binding their respective properties. Upon the Association's joinder and approval of said Declaration, the Declaration shall be signed and acknowledged by the parties thereto and recorded in the Public Records of Fort Bend County, Texas, whereupon these Restrictive Covenants shall be null and void except as may be otherwise provided in the Declaration and the Property thereafter shall be made subject to covenants, conditions, and restrictions in the Declaration. The right to alter, amend, extend, or terminate the restrictions and covenants contained in these and similar Restrictive Covenants, running with title to property located within the Sugar Land Business Park, shall continue until the termination of such Restrictive Covenants.

20. Enforcement of Covenants: In the event of a violation of the restrictions and covenants contained in these Restrictive Covenants with respect to the Property or any portion thereof, it shall be lawful for the Association, Grantor, or any person or persons owning an interest in the Property or any Building Site to prosecute proceedings at law or in equity against Owner or any other person violating or attempting to violate any such restriction or covenant in order to prevent him or them from so doing, to correct such violation, or to recover damages or other relief for such violation. Invalidation of any one or any part of these Restrictive Covenants by judgment or court order shall in no way affect any of the other provisions or parts of provisions which shall remain in full force and effect. Neither the Association nor Grantor warrants hereby to Owner that any Building Site located adjacent to the Property or anywhere within the Sugar Land Business Park is currently subject or will be made subject in the future to these Restrictive Covenants or to the jurisdiction of the Association.

21. Severability and Term. The invalidity of any one or more of the provisions of these Restrictive Covenants shall not affect the validity of the other provisions hereof. The provisions set forth in these Restrictive Covenants shall remain in full force and effect, unless otherwise modified or terminated as provided in Section 19 above, to the full extent and as to all situations and

persons to which they may be legally enforceable.

22. Compliance with Laws. At all times, each Owner shall comply with all applicable federal, state, county, and municipal laws, ordinances, rules and regulations with respect to the use, occupancy and condition of the Property and any improvements thereon.

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23. Gender and Number. The singular wherever used herein shall be construed to mean or include the plural when applicable, and vice versa (unless otherwise clearly indicated by the context), and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

24. Headings. The titles and captions for these Restrictive Covenants and sections contained herein are for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in these Restrictive Covenants.

25. GOVERNING LAW; VENUE. THE PROVISIONS IN THESE RESTRICTIVE COVENANTS SHALL BE GOVERNED BY AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND VENUE SHALL LIE EXCLUSIVELY IN FORT BEND COUNTY, TEXAS.

(Page 11 of 11 Pages)

DEVELOPMENT

AND

CONSTRUCTION

MANAGEMENT

AGREEMENT

by
and
between

SUGARLAND PROPERTIES INCORPORATED

and

KENT ELECTRONICS CORPORATION

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SCHEDULE OF DEFINITIONS

The following capitalized terms defined in the provisions of this Agreement are listed below:

"AGREEMENT" means this Development and Construction Management Agreement.

"CONSTRUCTION AND DEVELOPMENT DOCUMENTS" is defined in Paragraph IV.2.C.

"CONTRACT DOCUMENTS" is defined in Paragraph IV.1.C.

CONTRACT TIME" is defined in Paragraph IV.A.

"CONTRACTOR(S)" is defined in Article III.

"FINAL COMPLETION" is defined in Article II.

"FINALLY COMPLETED" is defined in Article II.

"FIXED DEVELOPMENT AND CONSTRUCTION MANAGEMENT FEE" is defined in Paragraph VI.A.

"KENT" means Kent Electronics Corporation, a Texas corporation.

"LETTER AGREEMENT" is defined in Paragraph 6 of the Recitals.

"OPTION AGREEMENT" is defined in Paragraph 1 of the Recitals.

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"PROJECT" is defined in Paragraph 3 of the Recitals.

"PROJECT ARCHITECT" means House Reh Burwell Architects as set forth in Article III.

"PROJECT COST BUDGET" is defined in Paragraph IV.B.2.

"PROJECT SCHEDULE" is defined in the first grammatical paragraph of Paragraph IV.A.

"PROJECT TEAM" is defined in Article III.

"PUNCHLIST ITEMS" is defined in the second grammatical paragraph of Paragraph IV.A.

"PURCHASE AND SALE AGREEMENT" is defined in Paragraph 1 of the Recitals.

"SPI" means Sugarland Properties Incorporated, a Texas corporation.

"SPI GROUP" is defined in Paragraph VIII.A.

"SUBSTANTIAL COMPLETION" is defined in the second grammatical paragraph of Paragraph IV.A.

"TERM" is defined in Article II.

"TOTAL PROJECT COSTS" is defined in Paragraph VI.A.

SCHEDULE OF EXHIBITS

Exhibit "A"	--	Description of Plans and Specifications
Exhibit "B"	--	Project Schedule
Exhibit "C"	--	Metes and Bounds description of the Land
Exhibit "D"	--	Project Cost Budget
Exhibit "E"	--	Qualifications to Plans
Exhibit "F"	--	Letter of Credit Drafting Statement

DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT

THIS DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT (this "Agreement") is dated as of April 21, 1995, between SUGARLAND PROPERTIES INCORPORATED, a Texas corporation (hereafter referred to as "SPI"), and KENT ELECTRONICS CORPORATION, a Texas corporation (hereafter referred to as "Kent"), as follows:

R E C I T A L S:

1. SPI and Kent have entered into that certain Purchase and Sale Agreement ("Purchase and Sale Agreement") dated as of March 2, 1995, pursuant to which Kent had the right to purchase several tracts, including that certain tract of land comprising approximately 51 acres of land described by metes and bounds on Exhibit "C" which is attached hereto and incorporated herein for all purposes (the "Land"). The Land is located in Fort Bend County, Texas and is also known as Tract 130, Commercial Reserve "A" of the Final Plat of Sugar Land Business Park Tract 130 and Tract 131, a subdivision in the City of Sugar Land, Texas according to the map or plat thereof recorded under Slide No. 1356/B of the Plat Records of Fort Bend County Texas. SPI and Kent have also entered into that certain agreement ("Option Agreement") pursuant to which Kent has the option to purchase the land described therein.

2. On March 7, 1995, Kent purchased the Land.

3. Kent desires to develop office, assembly and light manufacturing, warehouse and/or office/distribution facilities, and associated facilities and betterments on the Land (the "Project").

4. Kent desires to retain the services of SPI to organize, coordinate, arrange, supervise and administer the development of the Project, and to perform certain other services hereafter set forth.

5. The purpose of this Agreement is to set forth the mutual understandings and responsibilities of the parties with respect to the Project.

6. SPI and Kent have, prior to the date of this Agreement, entered into that certain letter agreement dated September 14, 1994, as amended by a first amendment thereto dated December 6, 1994 (as so amended, the "Letter Agreement").

AGREEMENT:

NOW, THEREFORE, for valuable consideration, SPI and Kent hereby agree as follows:

I. ENGAGEMENT

Subject to the terms and provisions of this Agreement, and for the "Term" (hereafter defined) of this Agreement, Kent hereby engages SPI as Kent's prime contractor, and grants to SPI the sole and exclusive right to supervise, administer, and manage the performance of the development and construction of the Project (but the foregoing shall not be construed to preclude Kent, its agents, representatives and contractors, and their respective officers and employees from inspecting the Project during construction at any time or times). Subject to the terms and provisions of this Agreement and in consideration of the compensation herein provided, SPI hereby accepts such engagement and, acting as an independent contractor, shall, during the Term, supervise, administer, and manage the development and construction of the Project pursuant to the terms, conditions and provisions of this Agreement.

II. TERM

The term of this Agreement (the "Term") shall commence as of the date of this Agreement and shall continue until the Project is "Finally Completed" (hereafter defined) or this Agreement is earlier terminated as set forth herein (or such later date as may be provided for elsewhere in this Agreement). For the purposes hereof, the Project will be "Finally Completed" (or, alternatively, the Project will have achieved "Final Completion") when "Substantial Completion" (hereafter defined) of the Project has occurred and all "punchlist items" (hereafter defined) and other conditions precedent to achieving final completion pursuant to the provisions of the master construction contract for the Project have been completed, all in accordance with said construction contract and this Agreement, and when the landscaping contemplated for the Project will have been installed. SPI and Kent acknowledge that the landscaping will not be installed until completion of construction of the remainder of the Project has occurred. When the landscape contractor has achieved final completion of its work in the manner described in such contractor's contract, the Project will be considered to be finally completed for purposes of determining the expiration of the Term of this Agreement.

III. PROJECT TEAM, SPI REPRESENTATIVE, AND KENT REPRESENTATIVE

A. PROJECT TEAM. SPI shall provide a project team (the "Project Team") to enable SPI to perform its duties hereunder, which Project Team shall be the responsibility of SPI, subject to the limitations provided herein. The Project Team, as well as any party providing any assistance to SPI in performing its duties hereunder, shall be collectively referred to as the "Contractor." While Kent's approval of the Project Team is not required, Kent acknowledges that it has previously approved the use of the following (who are the current Project Team): (i) Rust Lichliter as (a) surveyor for the Project, (b) drainage engineer for the Project, and (c) civil engineer for the Project (including the design of the drainage ditch and paving and utility design associated with the expansion of Gillingham Road); (ii) House Reh Burwell Architects ("Project Architect"), as architect for the Project; (iii) E. E. Reed, as general contractor for the Project; and (iv) Dabney Engineering, as the MEP engineer for the Project. SPI may, from time to time upon notice to Kent, replace any member of the Project Team with a well-qualified

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individual or firm designated by SPI that is acceptable to Kent in the exercise of reasonable judgment.

B. SPI REPRESENTATIVE. SPI shall designate a representative (the "SPI Representative") to act on behalf of SPI when recommendations, approvals,

or commitments from SPI are required under this Agreement and to function as the principal source of liaison and communication with Kent. Kent hereby approves SPI's designation of Steven H. Mercadal as the initial SPI Representative. SPI may, from time to time upon notice to Kent, replace the SPI Representative with a well-qualified individual designated by SPI who is acceptable to Kent in the exercise of reasonable judgment.

C. KENT REPRESENTATIVE. Kent shall designate an individual (the "Kent Representative") to act for and on behalf of Kent when approvals or commitments from Kent are required under this Agreement, and to function as the principal source of liaison and communication with SPI. SPI hereby approves Kent's designation of Cathy Felts as the initial Kent Representative. Kent may, from time to time upon notice to SPI, replace the Kent Representative with an individual designated by Kent and acceptable to SPI in the exercise of reasonable judgment.

D. MEETINGS BETWEEN REPRESENTATIVES. SPI will meet with Kent throughout the term of this Agreement promptly following the request of Kent to discuss any matter relating to the Project, and Kent will meet with SPI throughout the term of this Agreement promptly following the request of SPI to discuss any matter relating to the Project.

IV. DEVELOPMENT AND CONSTRUCTION MANAGEMENT SERVICES

SPI shall cause the Project to be constructed, and shall supervise, administer, and manage the development and construction of the Project (such services being herein referred to collectively as the "Development and Construction Management Services") in accordance with this Agreement, including the following provisions:

A. PROJECT SCHEDULE. Kent and SPI hereby approve the project schedule that is attached hereto and incorporated herein for all purposes as Exhibit "B," which project schedule requires that "Substantial Completion" (hereafter defined) of the Project occur by December 15, 1995. Final Completion of the Project shall occur not later than thirty (30) days following Substantial Completion of the Project. Such project schedule, (as amended and revised from time to time in accordance with this Agreement, the "Project Schedule") may need to be amended and revised from time to time in accordance with the completion time extension provisions of the "Construction Contracts" (hereafter defined), including the terms of change orders issued pursuant to the Construction Contracts. The date of Substantial Completion provided for in the Project Schedule, as amended from time to time pursuant to the provisions of this Agreement, is herein referred to as the "Contract Time".

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For purposes of this Agreement, "Substantial Completion" shall be deemed achieved when SPI has caused the general contractor to obtain and deliver to Kent all final inspection tags, permits and other consents from all governmental authorities that are required for Kent's occupancy and use of the Project. The phrase "Kent's occupancy and use of the Project", as used in the preceding sentence, shall mean the physical occupancy, use and operation of the Project as an office, light manufacturing, assembly, warehouse and/or distribution facility, it being understood that certain minor finishing items or adjustments may still be required by the general contractor (which items or adjustments are herein referred to as "punchlist items") and that Kent may not be able to use the Project until Kent has installed all of its furniture and equipment. SPI will use its best efforts to allow Kent to install its furniture and equipment at the Project prior to Substantial Completion, provided that Kent does not unreasonably interfere with the progress of

construction of the Project, Kent accepts all risk of damage to its furniture and equipment and insures such furniture and equipment for not less than eighty percent (80%) of its replacement value, and further subject to any requirements of applicable law.

If SPI fails to cause the general contractor to achieve Substantial Completion of the Project by December 15, 1995, as such date may be extended pursuant to the provisions of this Paragraph IV.A of this Agreement and/or by any "Event of Force Majeure" (hereafter defined), Kent, as its sole remedy except as provided below, shall be entitled to retain or recover from SPI, as liquidated damages and not as a penalty, the following amounts: (i) One Thousand Dollars (\$1,000) per day commencing upon the first day following expiration of the Contract Time allotted for Substantial Completion and continuing until Substantial Completion of the Project is achieved by SPI, up to thirty (30) days after the expiration of the Contract Time allotted for Substantial Completion; and (ii) Two Thousand Dollars (\$2,000) per day commencing upon the thirty-first (31st) day following expiration of the Contract Time allotted for Substantial Completion and continuing until Substantial Completion of the Project is achieved by SPI. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of the damages Kent will incur as a result of delay of Substantial Completion of the Project. Kent may deduct the liquidated damages from any unpaid amounts then or thereafter due SPI under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due SPI shall be payable to Kent upon the written demand of Kent, together with interest from the date of the demand at the lesser of twelve percent (12%) per annum or the maximum lawful rate. Notwithstanding anything contained in this grammatical paragraph to the contrary, in the event Substantial Completion of the Project is not achieved within sixty (60) days after December 15, 1995, as such date may be extended pursuant to the provisions of this Paragraph IV.A and/or by any Event of Force Majeure, then (1) Kent shall continue to be entitled to liquidated damages for the first sixty (60) days as hereinabove provided, but shall recover regular contract damages for SPI's failure to achieve Substantial Completion within sixty (60) days following the Contract Time allotted for Substantial Completion, subject, however, to a maximum of the total "Fixed Development and Construction Fee" (hereinafter defined), minus the amount of liquidated damages paid by SPI to Kent pursuant to the provisions of this Agreement and be entitled to exercise any other remedies provided herein for same and (2) such failure shall be an "Event of Default" (hereafter defined) by SPI not subject to the notice and cure provisions of Article VII.

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B. INITIAL PLANNING. In connection with the planning of the Project:

1. SPI has performed a facility needs analysis for Kent, reviewed proposed designs for the Project with Kent, and identified Kent's needs as reflected in the "Contract Documents" (hereafter defined). SPI also has coordinated the efforts of all Contractors involved in the design and engineering services required to describe the Project in detail, including all parties involved in the preparation of the "Construction and Development Documents" (hereafter defined); and

2. SPI has prepared and submitted to Kent, and Kent has approved, a comprehensive budget for the Project for the various costs to be incurred in the development of the Project, which budget is attached hereto as Exhibit "D" and made a part hereof for all purposes. It is understood that such budget may need to be amended

and revised from time to time, particularly as the Project is constructed, which amendments and revisions shall be made by SPI in its reasonable business judgment but subject to the prior written approval of Kent (such budget, as so amended and revised from time to time, is herein referred to as the "Project Cost Budget"). Any changes in the Project Cost Budget shall be submitted in writing by SPI to Kent, and Kent shall approve or disapprove such changes within two (2) business days thereafter. If Kent fails to approve or disapprove such changes within said two (2) business day period, the Contract Time allotted for Substantial Completion shall be extended by one (1) day for each day that Kent is late in approving or disapproving such changes. If Kent disapproves such changes, Kent hereby agreeing to exercise good faith in granting or denying approval with respect to such changes, Kent shall indicate the reason for such disapproval in reasonable detail. The Project Cost Budget includes a contingency line item in the amount of Two Hundred Thousand Dollars (\$200,000) to cover items reasonably inferable from the Contract Documents or otherwise necessary to complete the Project not otherwise covered by the Construction and Development Documents or change orders. The contingency line item shall not be used for change orders, unless otherwise approved in writing by SPI and Kent. SPI shall provide Kent with a contingency use summary on a monthly basis. Kent shall not be obligated to pay costs in the development of the Project which exceed the overall Project Cost Budget; provided, however, that SPI reserves the right to reallocate line items in the Project Cost Budget whenever SPI determines that such adjustments are necessary and appropriate.

C. CONTRACT DOCUMENTS AND CONSTRUCTION AND DEVELOPMENT DOCUMENTS.

In connection with the Contract Documents and the Construction and Development Documents:

1. SPI and Kent have approved the plans, specifications, and construction drawings for the Project prepared by the Project Architect, described in Exhibit "A" attached hereto and incorporated herein for all purposes, subject to the qualifications listed in Exhibit "E" which is attached hereto and incorporated herein for all purposes. SPI shall review and monitor, and make recommendations to Kent concerning the further refinement and revision of the plans, specifications and construction drawings for the

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Project prepared by the Project Architect (the "Contract Documents", as amended from time to time in accordance with the provisions of this Agreement) to clarify and resolve the qualifications; and all amendments and revisions thereto involving a material design change, causing an extension of the Project Schedule or an increase in the overall Project Cost Budget shall be subject to the prior written approval of Kent; provided, however, that the general contractor may commence site work in accordance with plans, specifications and construction drawings for the site work approved in writing by Kent prior to approval by Kent of the final Contract Documents. The Contract Documents approved by Kent shall establish the scope of the Project and the work to be completed by the general contractor under SPI's supervision.

2. SPI shall review, analyze, negotiate, execute, and administer all contracts for the development and construction of the Project, including, but not limited to, construction contracts (herein

sometimes referred to individually and collectively as the "Construction Contracts"), engineering contracts, landscape agreements, and architectural agreements (collectively, "Construction and Development Documents"). SPI covenants and agrees that the warranty provisions of the Construction Contracts shall be consistent with the warranty requirements of the Construction and Development Documents and that the change order provisions of the Construction Contracts shall be consistent with the change order provisions of this Agreement. Once the Construction and Development Documents have been executed by SPI, it is understood and agreed that SPI shall have the authority to amend the same or approve change orders, without the approval of Kent so long as such amendments or change orders are made in SPI's reasonable business judgment and are consistent with the Contract Documents, Construction and Development Documents, Project Cost Budget, Project Schedule and this Agreement. SPI agrees to promptly furnish Kent with copies of all executed Construction and Development Documents, including, without limitation, any amendments of the Construction and Development Documents on or prior to the date hereof, or if hereafter executed, promptly after the execution hereof.

3. Upon request by Kent, SPI shall consult with Kent and/or the Project Architect and/or other members of the Project Team.

D. CONSTRUCTION AND DEVELOPMENT SERVICES. Following Kent's approval of the Contract Documents, SPI shall manage the construction and development of the Project, including:

1. Obtaining a building permit from the City of Sugar Land, and any other necessary permits which may be required for the construction of the Project.

2. Monitoring, supervising, and reviewing the work and other Project-related activities of the general contractor and other Contractors to insure compliance with the Project Schedule, Project Cost Budget, and the Construction and Development Documents, as amended from time to time in accordance with this Agreement, and

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requiring the general contractor and any other Contractors responsible for defective or incomplete work or work not otherwise in compliance with the Construction and Development Documents to promptly correct such deficiencies and/or complete their respective work in accordance with this Agreement and the Construction and Development Documents.

3. Implementing a system for reviewing, processing and documenting change orders for the construction of the Project, including the maintenance of necessary field records reflecting construction changes requested or approved by Kent or otherwise required to be made to the Project. If change orders are necessary to accomplish what is provided for in the Contract Documents approved by Kent, and such change orders do not involve an increase in the overall Project Cost Budget or contract amount of the Construction Contracts, or an extension of the Contract Time or other required time for performance by a Contractor, it shall not be necessary for Kent to approve such change orders. If, however, a change order is issued to perform any work not required or reasonably inferable from the approved Contract Documents, and such change order involves an increase in the contract amount of any Construction Contract or in the overall Project Cost Budget, or an extension of the Contract Time or

other required time for performance by a Contractor, then such change order shall include or be accompanied by a statement specifying the amount and nature of such increase or extension, or both, and such change order shall be subject to the approval by Kent in the exercise of reasonable judgment.

4. Implementing a procedure approved by Kent for reviewing and processing applications for payment submitted by the general contractor (AIA G-702 payment application form) and other Contractors in the form submitted by SPI and acceptable to Kent in the exercise of reasonable judgment, pursuant to which procedure SPI shall review and approve or disapprove applications for payment (based upon the sufficiency of work performed with respect to quality and quantity and compliance with the requirements of this Agreement and the Construction and Development Documents). Applications for payment which are approved by SPI shall be delivered to Kent for approval on or about the first (1st) day of each month for work performed during the preceding calendar month. Such delivery shall be made to the persons specified for receipt of notices by Kent pursuant to Article X. Notwithstanding the foregoing provisions of Article X, all applications for payment and requests or demands for payment sent to Kent pursuant to this Agreement shall be considered to have been effectively given only upon actual delivery to Kent. Kent, within nine (9) calendar days thereafter, shall then review and approve and/or disapprove all or any portion of such applications for payment and shall pay the portion of such applications for payment to which it does not reasonably object (with the concurrence of the Project Architect as described below). At any time during the first five (5) days of such nine (9) calendar day period, SPI will meet with Kent upon Kent's request to review and clarify any concerns of Kent with respect to any application for payment. If Kent objects to all or any portion of an application for payment, Kent shall indicate its objections in writing in

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reasonable detail. If Kent fails or refuses to approve or disapprove all or any portion of the pending applications for payment submitted by the general contractor and other Contractors within such nine (9) calendar day period, Kent shall be deemed to have approved those applications for payment as to which no exceptions were made by Kent. If SPI and Kent are not able to agree upon the amount of the applications for payment to be approved within the first five (5) days of the said nine (9) calendar day period, then the determination of the portion, if any, of the pending applications for payment which shall be withheld due to defective work or materials shall be submitted to the Project Architect for determination prior to the expiration of said nine (9) day period and SPI and Kent agree to abide by the Project Architect's decision, subject, however, to Kent's reservation of rights with respect to whether such work or materials were, in fact, defective.

5. Causing the Project Architect to conduct observation visits to the Project no less often than monthly, in order to review the progress of the Project.

6. Preparing periodic progress reports, construction schedules and estimates of monthly cash requirements on a monthly basis, and at such other times as Kent may reasonably request, and arranging construction progress meetings as and when reasonably

requested by Kent.

7. Providing sufficient administrative, management, supervisory, and clerical services, and a sufficient number of capable, qualified and competent administrative, management, supervisory and clerical personnel, to carry out the duties and responsibilities of SPI as set forth in this Agreement.

E. ACCOUNTING SERVICES. With respect to accounting and financial reporting for the Project, SPI shall:

1. prepare monthly requests for payments; and
2. provide any accounting information as may be reasonably required from time to time by Kent.

Kent shall have the right to inspect the books and records of SPI relating to the Project, and to conduct audits of SPI's books, records and statements and payment applications relating to the Project, upon request and at reasonable times and intervals, and SPI shall provide reasonable cooperation therewith. Kent shall bear the costs incurred by Kent in connection with each such inspection or audit, unless such inspection or audit reveals any "material" (hereinafter defined) misrepresentation by SPI to Kent or any material overcharge of Kent, in which event, SPI shall reimburse Kent upon demand for the costs incurred by Kent in connection with such inspection or audit and such overcharge. "Material", as used in this Paragraph IV.E, shall mean (a) a single cost item with a variance adverse to Kent's interest of not less than the greater of (i) five percent (5%) or (ii) Five Thousand Dollars (\$5,000); or (b) one or more cost items with

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variances adverse to Kent's interest exceeding Twenty-Five Thousand Dollars (\$25,000), in the aggregate; and, in the event that a misrepresentation or overcharge by SPI is material, SPI shall be obligated to reimburse Kent for the costs incurred by Kent in connection with such inspection or audit. In any event, SPI shall be obligated to reimburse Kent upon demand for all items subject to such misrepresentations and overcharges, whether material or not.

F. ASSIGNMENT OF SPI'S RIGHTS UNDER CONTRACT DOCUMENTS AND CONSTRUCTION AND DEVELOPMENT DOCUMENTS. Upon the Substantial Completion of the entire Project, SPI, provided that Kent has paid SPI all amounts required to be paid to SPI under this Agreement, will assign to Kent all of SPI's right, title and interest in and to the Contract Documents and Construction and Development Documents, subject, however, to SPI's reservation of the non-exclusive right to enforce the Construction Contracts, including, for a period of one (1) year after Substantial Completion, any warranty provided by any general contractors (and subcontractors and suppliers, if not covered by the general contractor's warranty) pursuant to the Construction Contracts, and the provisions of all other Construction and Development Documents in the event of a default by one of the Contractors discovered during the one (1) year period following Substantial Completion. During the one (1) year period following Substantial Completion, SPI shall use its best efforts to enforce the provisions of each warranty provided by any general contractors (and subcontractors and suppliers, if not covered by the general contractor's warranty) pursuant to the Construction Contracts.

G. PERFORMANCE STANDARDS. SPI will, in good faith, exercise reasonable diligence in the performance of its services and obligations under this Agreement.

V. KENT'S PAYMENT OBLIGATIONS

Kent shall fund when due the cost of all services, materials, and labor necessary to design, develop and construct the Project, including, without limitation, all amounts payable to the Project Team. Sums due to Contractors under the Construction and Development Documents shall be paid by Kent to SPI when due in accordance with the procedure established pursuant to Paragraph IV.D.4, provided that such sums are properly due and payable pursuant to the Construction and Development Documents and this Agreement, are in accordance with the Project Cost Budget, and do not result from fraud, willful misconduct, or breach of this Agreement by SPI. The funds advanced by Kent to SPI will be used solely to pay all the general contractors and all other Contractors providing assistance in the performance of SPI's duties hereunder. SPI agrees to pay the general contractor and all other Contractors the amounts payable to such parties out of the funds advanced by Kent or the funds received by SPI under the "L/C" (hereinafter defined) within five (5) business days following SPI's receipt of such funds. If SPI fails or refuses to pay the general contractor and/or other Contractors within such five (5) business day period, then (in addition to any other remedies available to Kent for such default) SPI shall be obligated to pay Kent interest on the funds received from Kent or pursuant to the L/C and not timely delivered to the general contractor and/or other Contractors at a rate per annum equal to the lesser of twelve percent (12%) per annum or the maximum lawful rate from and after the sixth (6th) business day following SPI's receipt of such funds until such funds

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are paid to the general contractor and/or other Contractors. Additionally, at any time that SPI is in default under this Agreement for failing to pay the general contractor and/or other Contractors with funds delivered by or for Kent, Kent may pay any future applications for payment directly to the general contractor and other Contractors. Kent's obligation to fund the sums due under the Construction and Development Documents shall be secured by an irrevocable letter of credit ("L/C") issued by Texas Commerce Bank National Association ("TCB"), or any other bank chosen by Kent and reasonably acceptable to SPI, to SPI in the amount of Two Million Five Hundred Thousand Dollars (\$2,500,000), said L/C to be issued within fourteen (14) days after the date of this Agreement, and to be in a form consistent with the drafting requirements outlined in Exhibit "F" attached hereto and incorporated herein for all purposes. If Kent fails or refuses to deliver the L/C to SPI within such fourteen (14) day period, SPI may, but shall not be obligated to, stop work on the Project at any time thereafter until the L/C complying with the requirements of this Agreement has been delivered to SPI, and SPI shall be entitled to an extension of the Contract Time allotted for Substantial Completion by one (1) day for each day that Kent is late in delivering the L/C. Additionally, if Kent is more than thirty (30) days late in delivering the L/C, Kent shall be deemed to be in Material default under this Agreement and SPI may exercise its remedies for such default, including, without limitation, the termination of this Agreement. If SPI stops work on the Project as a result of such default and thereafter recommences the work, Kent shall be responsible for reimbursing SPI for all costs incurred under the Construction Contracts as a result of such work stoppage, including, without limitation, reasonable shut-down costs and start-up costs incurred by the general contractor and other Contractors, the payment of which costs shall be made by Kent in the manner described in Paragraph VII.B. If Kent fails or refuses to pay an approved (or deemed approved) application for payment within the required nine (9) calendar day period and such default is continuing upon the expiration of the applicable ten (10) day notice and cure period provided in Article VII, SPI shall be entitled to submit a sight draft to TCB, payable to the Contractor or other

party (including SPI) to whom the defaulted payment should have been made by Kent, for the amount of the subject draw request and by delivering to TCB a copy of any approved (or deemed approved) application for payment (which application for payment has been approved by the Project Architect) and SPI's certification that such application for payment is due and owing in accordance with the Construction and Development Documents and this Agreement and has not been paid and containing such additional certifications and complying with such other requirements as are set forth on Exhibit "F" attached hereto. If SPI draws funds under the L/C to pay the general contractor or other Contractors, Kent shall not be deemed to be in default under this Agreement as a result of Kent's non-payment if Kent, within ten (10) business days thereafter, shall deliver an amendment of ("L/C Amendment") of the L/C (in form and substance acceptable to SPI in the exercise of reasonable judgment) increasing the amount available to be drawn under the L/C, if necessary, to an amount equal to twenty-five percent (25%) of the unadvanced portion of the Project Cost Budget. The failure of Kent to timely deliver the L/C Amendment shall constitute a Material default by Kent, and SPI may exercise its remedies for such default, including, without limitation, stopping work on the Project.

Additionally, if SPI, due to a default by Kent, makes any advance to or for the account of Kent which Kent or SPI was obligated to pay any Contractor pursuant to this Agreement in

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connection with the construction of the Project, such amount shall be payable by Kent to SPI within five (5) days after demand therefor, together with interest thereon at the lesser of: (i) twelve percent (12%) per annum or (ii) the maximum lawful rate from the date of SPI's written demand until repaid by Kent.

VI. COMPENSATION

A. FIXED DEVELOPMENT AND CONSTRUCTION MANAGEMENT FEE. In consideration of the performance by SPI of its duties under this Agreement, Kent agrees to pay to SPI a project administration fee (the "Fixed Development and Construction Fee") of two and one-half percent (2 1/2%) of the Total Project Costs (hereafter defined). SPI and Kent acknowledge that SPI has earned the Fifty Thousand Dollars (\$50,000) previously paid by Kent under the Letter Agreement as the initial payment of, and to be credited against, the Fixed Development and Construction Fee. The remaining portion of the Fixed Development and Construction Fee shall be deemed earned by SPI as and to the extent Total Project Costs are incurred and payable by Kent, and shall be paid by Kent to SPI prorata with payment of the Total Project Costs. "Total Project Costs" means the total cost of developing and completing the Project, as shown in the Project Cost Budget and as detailed in the Construction and Development Documents, exclusive of the Fixed Development and Construction Fee and additive change orders, and any "due diligence" and closing costs in connection with the investigation, analysis and acquisition of the Land.

B. ADDITIONAL FEE. Kent shall pay to SPI a fee (the "Additional Fee") equal to two and one-half percent (2 1/2%) of the amount of all additive change orders to the Construction and Development Documents in excess of Two Hundred Fifty Thousand Dollars (\$250,000) which are made in accordance with the Construction and Development Documents and this Agreement. The Additional Fee shall be payable by Kent to SPI prorata when the payment by Kent to the Contractor with respect to such additive change order is due.

C. EARLY COMPLETION FEE. In the event that SPI shall cause Substantial Completion to occur in accordance with this Agreement and the

Construction and Development Documents prior to the expiration of the Contract Time allotted for Substantial Completion, Kent shall pay to SPI, as additional compensation for SPI's services, a fee (the "Early Completion Fee") as follows:

1. Two Thousand Dollars (\$2,000) per day for the number of days in excess of thirty (30) days by which SPI has caused Substantial Completion to occur in advance of the Contract Time allotted for Substantial Completion; and
2. One Thousand Dollars (\$1,000) per day for each day up to thirty (30) days by which SPI has caused Substantial Completion to occur prior to the Contract Time allotted for Substantial Completion.

The Early Completion Fee, if earned by SPI in accordance with the foregoing, shall be paid by Kent to SPI within thirty (30) days after the occurrence of such Substantial Completion.

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VII. DEFAULT

A. EVENTS OF DEFAULT.

1. MONETARY DEFAULTS. The failure of either SPI or Kent to pay any amount due under this Agreement and the failure of such defaulting party to pay the same after ten (10) days' written notice of such failure from the non-defaulting party to the defaulting party shall constitute an "Event of Default" under this Agreement.

2. NON-MONETARY DEFAULTS. The failure of either Kent or SPI to perform, keep, or fulfill any of the "Material" (hereafter defined) covenants, undertakings, obligations, or conditions set forth in this Agreement (other than any default described in Paragraph VII.A.1 above), and the failure of the defaulting party to remedy any such default within ten (10) days after written notice of said failure from the non-defaulting party to the defaulting party shall constitute an "Event of Default" under this Agreement; provided, however, that if the failure of SPI to perform, keep or fulfill any such Material covenant, undertaking, obligation or condition is a result of the act or omission of a third party, such as the general contractor and one of the other Contractors, not in SPI's employment nor otherwise under SPI's control, then as long as SPI has made written demand of performance by such defaulting party of such covenant, undertaking, obligation or condition and is exercising reasonable diligence to cause such defaulting party or a substitute party to cure such default, then SPI shall not be deemed to be in default with respect to such failure under this Agreement. If SPI is negligent in the selection of (i) a replacement member for any current member of the Project Team or (ii) any other Contractor and the Contractor described in (i) or (ii), above, causes SPI to fail to perform, keep or fulfill a Material covenant, undertaking, obligation or condition, then such negligent action shall likewise constitute an Event of Default by SPI and SPI, in order to cure such Material default, shall replace such Contractor with a well-qualified individual or firm (acceptable to Kent in the exercise of reasonable judgment) not later than ten (10) days after receipt of written notice of such Material default. "Material", as used herein with respect to defaults, shall refer to any failure to perform or other failure to fulfill a covenant or obligation involving more than Ten Thousand Dollars (\$10,000) in actual or potential value, damages, costs or losses.

B. REMEDIES. Subject to the limitations described in Paragraph IV.A and this Paragraph VII.B and Article VIII, if an Event of Default occurs by either Kent or SPI, the other party ("Non-Defaulting Party"), for so long as said Event of Default continues uncured, may exercise any remedy at law or in equity against the defaulting party, including, without limitation, the termination of this Agreement and recovery of any damages suffered by the Non-Defaulting Party as a result of the Event of Default and, in the case of an Event of Default by Kent, SPI's stoppage of the work on the Project by any of the Contractors, including the general contractor, until such Event of Default is cured. Additionally, if a breach of this Agreement by either party involves less than Ten Thousand Dollars (\$10,000) in actual or potential value, damages, costs or losses, the Non-Defaulting Party shall be entitled to exercise any remedy at

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law or in equity against the defaulting party, excluding only the termination of this Agreement by either party or a work stoppage by SPI. In the event of a work stoppage by SPI as a result of an Event of Default by Kent under this Agreement, in the event that work on the Project is resumed, Kent shall be responsible for reasonable shut-down costs and start-up costs incurred by the general contractor and other Contractors, which additional amounts shall be payable by Kent to SPI within ten (10) days following written demand therefor, together with invoices from the general contractor and other Contractors itemized in reasonable detail. Additionally, in no event shall Kent or SPI, as applicable, be liable to the Non-Defaulting Party for damages suffered by the Non-Defaulting Party as a result of an Event of Default by the defaulting party in excess of the Fixed Development and Construction Fee, except for (i) claims asserted against the Non-Defaulting Party by third parties as a result of such Event of Default by Kent or SPI, as applicable, and (ii) any damages suffered by the Non-Defaulting Party as a result of an Event of Default involving fraud or the willful misconduct of the defaulting party. Therefore, in the event that an Event of Default involves the circumstances described in (i) or (ii) of the preceding sentence, the limitation on damages set forth in the preceding provisions of this sentence shall not apply. In the event of SPI's termination of this Agreement as a result of an Event of Default by Kent, SPI also shall have the right to terminate the Contract Documents or the Construction and Development Documents, and Kent agrees to indemnify, defend and hold SPI harmless from any liability of SPI to the Contractors reasonably incurred in accordance with this Agreement which results from SPI's termination of the Contract Documents and/or the Construction and Development Documents. In the event of Kent's termination of this Agreement, whether as a result of an Event of Default by SPI or without cause, Kent shall have the right (but no obligation) to assume SPI's rights under any or all of the Construction Contracts and Construction and Development Documents by written notice thereof to SPI and SPI agrees to promptly assign such rights to Kent. SPI shall cause all of the Contractors to agree to such assignment in their respective contracts. Except where otherwise provided in this Agreement, all remedies under this Agreement are cumulative of each other and of those provided by applicable law.

C. TERMINATION BY KENT WITHOUT CAUSE. Provided that Kent is not then in default under this Agreement, Kent may also terminate this Agreement at any time without cause by giving SPI thirty (30) days' prior notice thereof. If Kent terminates this Agreement without cause, then SPI shall be entitled to the following amounts, which amounts shall be immediately due and payable upon receipt of such thirty (30) days' notice from Kent: (i) any unpaid portion of the Fixed Development and Construction Fee which has accrued hereunder and the balance of Fixed Development and Construction Fee to have been paid to SPI

based upon the then current estimate of the Total Project Costs; (ii) any unpaid portion of the Additional Fee which has accrued hereunder; (iii) all accrued but unpaid amounts which are owed to the Contractors for goods and/or services theretofore provided or for materials theretofore ordered and not subject to cancellation in connection with the development of the Project under the Construction and Development Documents; (iv) any amounts required to be paid in accordance with this Agreement to the Contractors who are providing goods and/or services in connection with the development of the Project under the Construction and Development Documents to terminate the Construction and Development Documents, unless Kent expressly assumes the performance of

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such obligations of SPI under the Construction and Development Documents, including, without limitation, agreeing to indemnify, defend and hold SPI harmless from any future liability to Contractors which SPI may have in accordance with this Agreement under the Construction and Development Documents. Additionally, SPI shall be entitled to keep all previous amounts paid by Kent to SPI (including, without limitation, all portions of the Fixed Development and Construction Fee and Additional Fee previously paid) pursuant to this Agreement.

Since Kent has the right to terminate this Agreement at any time without cause upon thirty (30) days written notice to SPI, SPI will use good faith efforts to obtain thirty (30) day cancellation provisions in all of the Contract Documents and the Construction and Development Documents; provided, however, that if SPI is not successful in obtaining such thirty (30) day cancellation rights, then KENT SHALL INDEMNIFY, DEFEND AND HOLD SPI HARMLESS FROM ANY LOSS OR LIABILITY UNDER THE CONSTRUCTION AND DEVELOPMENT DOCUMENTS RESULTING FROM KENT'S TERMINATION OF THIS AGREEMENT WITHOUT CAUSE.

VIII. LIMITATION OF LIABILITY OF SPI

A. GENERAL. Except as limited pursuant to the provisions of this Article VIII, SPI shall be liable to Kent for any costs or liabilities incurred by Kent as a result of or arising out of or relating to any default by SPI under or pursuant to this Agreement, including, without limitation, (i) SPI failing to cause the Project Team to develop Contract Documents for the Project so that the Project will properly perform the function for which it is intended in accordance with Kent's express written requirements (provided, however, that if SPI timely and in good faith submits any written qualifications to Kent with respect to changes in the design and/or construction of the Project required by Kent which SPI believes will adversely affect the use and development of the Project for the intended purposes, SPI will not be liable for the effect of such changes required by Kent, SPI hereby acknowledging that no such qualifications have been heretofore given by SPI to Kent) and/or (ii) the failure of the general contractor to timely construct the Project in accordance with this Agreement and the Contract Documents. However, SPI shall incur no liability to Kent for defects or other deficiencies in the Project discovered within one (1) year following Substantial Completion of the entire Project as long as SPI directly, or through the general contractor and/or the other Contractors, is diligently attempting to correct such defects or deficiencies following receipt of written notice thereof. From and after one (1) year following Substantial Completion, SPI shall not be liable to Kent for any defects or deficiencies thereafter discovered in the Project, provided that SPI has assigned (or, if applicable, released any reservation of) all of its rights under the Contract Documents and Construction and Development Documents to Kent. In no event shall Kent make any claim hereunder against SPI's affiliates and SPI's and SPI's affiliates' shareholders, officers, directors, employees, or agents (collectively, the "SPI Group") on account of any default hereunder

by SPI, it being understood that Kent may assert claims only against SPI with respect to SPI's obligations hereunder, and under no circumstances shall any other member of the SPI Group be personally liable for any of the obligations of SPI; provided, however, that if any of SPI's affiliates provide services under this Agreement or any of the Construction and Development Documents, such

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affiliate, but not such affiliate's shareholders, officers, directors, employees or agents, shall be personally liable for the obligations of such affiliate with respect to the Project. The foregoing provisions of this Paragraph A shall not exculpate SPI from responsibility for any failure to perform any of its express obligations under this Agreement, nor to exculpate SPI's affiliates from liability for their own acts or omissions with respect to the Project.

B. LAND. Except as expressly set forth in the Purchase and Sale Agreement, Kent agrees that neither SPI nor any member of the SPI Group shall have any responsibility or liability for or arising out of the existing condition of, or existing materials on, the Land, including, but not limited to any environmental hazards which may exist thereon.

IX. INSURANCE

A. KENT INSURANCE. Kent shall procure and maintain at all times during the Term commercial general liability insurance with a limit of Five Million Dollars (\$5,000,000), either as primary with excess liability or primary only, and with general aggregate applicable to the Project for the full limits, including contractual liability coverage, including all indemnifications contained in this Agreement, and any other insurance of such types and in such amounts as Kent and SPI mutually agree to be advisable, all of which policies shall name SPI as an additional insured.

B. SPI INSURANCE. At all times during the Term (and where hereafter indicated after the Term), SPI shall maintain the following insurance: Commercial general liability insurance with a limit of Five Million Dollars (\$5,000,000), either as primary with excess liability or primary only, on an "occurrence" basis, including all major divisions of coverage which are available, including (i) premises - operations coverage; (ii) independent contractors coverage; (iii) products and completed operations coverage (such coverage to be maintained until not less than one (1) year after the date of Substantial Completion); (iv) personal injury and advertising injury coverage; and (v) contractual liability coverage, including all indemnifications contained in this Agreement. SPI also shall maintain workers compensation insurance satisfying the statutory limits and maintain its existing employer's liability insurance during the Term. Kent shall be named an additional insured under all policies required to be maintained by SPI (except for SPI's workers compensation insurance and employer's liability insurance).

C. GENERAL CONTRACTOR'S INSURANCE. Except as may be otherwise specifically waived by Kent in writing, SPI shall require the general contractor involved in construction of the Project to procure and maintain at all times during the Term "all risk" builder's risk insurance for the full insurable value of all labor and materials incorporated into the construction of the Project, while at the construction site or staging area awaiting erection and during erection, until completion and acceptance. Such builder's risk insurance shall cover real and personal property after its receipt at the construction site, staging area or stored off-site or in transit. Such builder's risk policy shall insure Kent, SPI and all subcontractors as their interests may appear. The general contractor also shall procure and maintain

the following insurance: workers' compensation for the statutory limits and employer's liability insurance with limits of One Million Dollars (\$1,000,000) each occurrence for accident, One Million Dollars (\$1,000,000) each employee for disease, and One Million Dollars (\$1,000,000) each policy for disease; automobile liability insurance with limits of One Million Dollars (\$1,000,000) combined single limit coverage; unless waived by Kent in writing, performance and payment bonds for the full amount of the Construction Contract, naming Kent as one of the obligees; Contractor's equipment coverage to the extent currently maintained by the general contractor; and general contractor's commercial general liability insurance policies (containing, at a minimum, the same divisions of coverage as are contemplated by Paragraph IX.B and providing for products and completed operations coverage to be maintained for at least three [3] years after Substantial Completion) with limits of Ten Million Dollars (\$10,000,000), either as primary with excess liability or as primary only, and with general aggregate applicable to the Project for the full limits. Kent and SPI shall be named as an additional insured on all such policies, except workers' compensation policies and employer's liability insurance. SPI shall use reasonable, diligent efforts to ensure that the general contractor complies and stays in compliance with the insurance and bonding requirements of this Agreement during the Term. If requested by Kent, SPI shall cause the general contractor to obtain a waiver of subrogation endorsement with respect to its workers compensation coverage and Kent shall pay for the reasonable cost of such endorsement.

With respect to all other Contractors involved in the construction of the Project, such Contractors shall maintain commercial general liability insurance policies (containing, at a minimum, the same divisions of coverage as are contemplated by Paragraph IX.B) with limits of One Million Dollars (\$1,000,000) each, either as primary with excess liability or as primary only and workers compensation with statutory limits and their current employer's liability insurance. Kent and SPI shall be named as an additional insured on all such policies, except workers' compensation policies and employer's liability insurance. SPI shall use reasonable, diligent efforts to insure that such Contractors comply and stay in compliance with the insurance requirements of this Agreement during the Term. If requested by Kent, SPI shall cause the Contractors to obtain a waiver of subrogation endorsement with respect to their workers compensation coverage and Kent shall pay for the reasonable cost of such endorsement. In addition, each Contractor who is an architect or engineer shall provide a limit of at least One Million Dollars (\$1,000,000) in their commercial general liability insurance coverage and shall provide professional errors and omission coverage specific to the Project with limits of at least One Million Dollars (\$1,000,000), which coverage shall be maintained for the Project for at least one (1) year after Substantial Completion, and thereafter for so long as such Contractor maintains such professional errors and omission coverage.

D. GENERAL PROVISIONS. Each party hereto shall provide to the other party hereto certificates of insurance or copies of complete policies proving its maintenance of the insurance required to be maintained by it hereunder on the date hereof and reasonably satisfactory evidence of its renewal or replacement of such insurance no later than ten (10) days prior to each policy termination date. Each such policy of insurance shall require thirty (30) days prior notice of cancellation, non-renewal or material modification to the other party hereto. Each policy of

insurance and bond required under Paragraphs IX.B and IX.C hereof shall be issued by companies acceptable to Kent in the exercise of reasonable judgment (except as may be otherwise specified in this Agreement) and shall be in amounts and coverages and issued by companies acceptable to Kent in the exercise of reasonable judgment. If any party providing the insurance required hereunder incurs additional premium costs for insurance not already carried by such party or required to be carried by such party under its contract (including the addition of any endorsements to their existing policies) or, with respect to the Contractor's professional errors and omissions coverage, such coverage discontinued after the Term, such additional costs shall be included in the Project Cost Budget (except in the case of insurance carried by Kent) and paid for by Kent, if Kent, within ten (10) days following written notice from any party providing the insurance required hereunder that such party will incur additional premium costs for such additional insurance or, in the case of the Contractors, continuing professional errors and omissions coverage one (1) year after the Term, requests that such party obtain or continue, as applicable, such required insurance. If Kent fails or refuses to request such party to provide such insurance as required in the preceding grammatical sentence, then Kent will be deemed to have waived the requirement that such party obtain such insurance. All notices from any party of increased insurance costs due to providing additional insurance or continuing coverage after the Term (in the case of the Contractor's professional errors and omissions coverage), shall include a written proposal from such party's insurance agent describing the additional coverage to be obtained and the cost of such additional coverage.

E. WAIVER OF SUBROGATION. Anything contained in this Agreement to the contrary notwithstanding, each party hereto ("Waiving Party") hereby waives any and all rights of recovery, claims, actions and causes of action against the other party, its agents, officers and employees for any bodily injury, personal injury or death that may occur to persons, or for any loss or damage that may occur to the Project or any part thereof, or to any personal property of the Waiving Party therein or thereon, by reason of fire, the elements, or any other cause insured against under the terms of the policies of property insurance, including automobile physical damage, casualty insurance or workers' compensation insurance that either party is required to maintain hereunder or otherwise maintains, to the extent, and only to the extent, of any proceeds actually received by the Waiving Party with respect thereto, regardless of cause or origin, including the negligence of the other party hereto, its agents, officers, or employees, and each party covenants that no insurer shall have any right of subrogation or assignment against the other party, and that its policies of insurance required to be maintained hereunder shall be endorsed to recognize such waiver of subrogation to the extent a waiver of subrogation endorsement is available and necessary to provide the intended benefits. With respect to the waiver of subrogation endorsement under any workers compensation policy, the party requesting such waiver of subrogation shall reimburse the party providing such endorsement for the cost of such endorsement.

X. MISCELLANEOUS

A. ASSIGNMENT. SPI may not assign or otherwise transfer all or any portion of its interest in this Agreement or delegate its duties hereunder without the prior consent of Kent,

except that SPI may assign its right to receive proceeds under this Agreement to TCB, SPI's commercial lender. Kent shall not assign or otherwise transfer all or any portion of its interest in this Agreement or delegate its duties hereunder without the prior consent of SPI.

B. NOTICES. Any notices, approvals or other communications between SPI and Kent pursuant to this Agreement shall be in writing and shall be deemed to be effective upon personal delivery or (except as otherwise provided in this Agreement) two business days after being placed in the United States Mail, postage prepaid, certified, and properly addressed as follows (it being understood that either party may, from time to time by notice to the other party, change its address):

If to Kent: Kent Electronics Corporation
c/o K*TEC Electronics Corporation
5610 Bonhomme
Houston, Texas 77036
Attention: Ms. Karla Stepanski
Phone (713) 954-8407
Fax: (713) 975-3108

With copy to: Kent Electronics Corporation
7433 Harwin
Houston, Texas 77036
Attention: Mr. Kim Johnson
Phone (713) 780-7770
Fax: (713) 978-5892

With copy to: Liddell, Sapp, Zivley, Hill & LaBoon, L.L.P.
3400 Texas Commerce Tower
Houston, Texas 77002
Attention: Mr. Scott Hunsaker
Phone (713) 226-1279
Fax: (713) 223-3717

If to SPI: Sugarland Properties Incorporated
4665 Sweetwater Boulevard, Suite 100
Sugar Land, Texas 77479-3000
Attention: Mr. Steve Mercadal
Phone (713) 242-2000
Fax: (713) 242-2718

With copy to: Sugarland Properties Incorporated
4665 Sweetwater Boulevard, Suite 100
Sugar Land, Texas 77479-3000
Attention: Mr. Carl P. Favre
Phone (713) 242-2000
Fax: (713) 242-2718

With copy to: Dow, Cogburn & Friedman, P.C.
9 Greenway Plaza, Suite 2300
Houston, Texas 77046
Attention: Mr. Bruce W. Merwin

C. INTERPRETATION. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and negotiations with respect thereto. This Agreement may be amended only by a written instrument signed by the party to be charged. Neither Kent nor SPI makes any representations, warranties or agreements except as set forth in this Agreement. As used in this Agreement, "including" means "including by way of example only and not limitation." All remedies under this Agreement are cumulative of each other and of those provided by applicable law, except where otherwise herein expressly provided to be limited. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Texas, except its conflicts of laws rules.

D. NO THIRD-PARTY BENEFICIARY. Any agreement to pay any amount and any assumption of liability herein contained, express or implied, shall be only for the benefit of the undersigned parties and their respective successors and permitted assigns, and such agreements and assumptions shall not inure to the benefit of the obligees of any indebtedness or any other party, whomsoever, it being the intention of the undersigned that no one shall be or deemed to be a third-party beneficiary of this Agreement.

E. EXCUSABLE DELAY. Except as otherwise expressly provided in this Agreement, neither party hereto shall be obligated to perform and neither shall be deemed to be in default hereunder, if and for so long as the performance of a nonmonetary obligation shall be prevented by the occurrence of any of the following, other than as the result of the financial inability of the party obligated to perform (herein called "Force Majeure" and "Event of Force Majeure"): acts of God, strikes, lockouts, other industrial disturbances, acts of a public enemy, changes in laws occurring after the effective date of this Agreement, inclement weather not reasonably anticipatable (it being agreed for purposes hereof that the Project Schedule contemplates fourteen [14] days of inclement weather preventing construction activity for more than one-half [1/2] day, and that neither said amount of inclement weather nor any lesser amount shall constitute Force Majeure or an Event of Force Majeure), wars or warlike action (whether de jure or de facto), arrest or other restraint of government (civil or military), blockades, insurrections, riots,

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epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, sink holes, civil disturbances, explosions, breakage or accident to equipment or machinery, confiscation or seizure by any government or public authority, nuclear reaction or radiation, radioactive contamination or any other causes, whether of the kind herein enumerated, or otherwise, in each case only to the extent to which same are not reasonably within the control of the party claiming the right to delay performance on account of such occurrence. In no event shall the financial inability of a party to perform a monetary obligation under this Agreement be deemed to be an Event of Force Majeure. In the event an Event of Force Majeure shall prevent the performance of a non-monetary obligation by SPI for more than ninety (90) days, Kent may terminate this Agreement at any time thereafter that such Event of Force Majeure is continuing upon written notice to SPI. A termination by Kent pursuant to the provisions of this Paragraph E shall constitute a termination without cause.

F. NO OWNERSHIP INTEREST; NO PARTNERSHIP. SPI shall not and does

not by this Agreement in any way or for any purpose become or have any right to become an equity owner in the Project, a partner of Kent in the conduct of its business relating to the Project or otherwise, or a joint venturer of or a member of a joint enterprise with Kent. SPI is and shall be, for all purposes of this Agreement, an independent contractor of Kent.

G. SUCCESSORS AND ASSIGNS. Subject to Paragraph X.A hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

H. FURTHER ACTIONS. Each party hereto shall, as often as reasonably requested by the other party hereto, take such further actions not inconsistent with the terms of this Agreement as may be reasonably necessary in order to carry out the purposes of this Agreement.

I. AUTHORIZATION. Each party represents and warrants to the other that its execution, delivery, and performance of this Agreement has been duly authorized by all necessary corporate action, and that this Agreement represents the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

J. OWNERSHIP OF DOCUMENTS. To the extent SPI has or acquires any documents related to the Project (including any plans, specifications, books and records), such documents shall be and remain the sole and exclusive property of Kent, and SPI shall have no rights in such documents, other than the right to retain copies of such materials for use in connection with the (i) performance of SPI's obligations hereunder and (ii) defense of any claims or lawsuits.

K. INVALIDITY. In case any one or more provisions set forth in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, any such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been incorporated herein.

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L. COUNTERPARTS. This Agreement may be executed in any number of original counterparts, each of which shall be an original for all purposes, and of which when taken together shall constitute one and the same document, without the necessity of each party hereto executing the same counterpart.

M. TIME OF THE ESSENCE. Time is of the essence of the performance of the parties' obligations pursuant to this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed in multiple counterparts to be effective as of the day and year first above written.

SUGARLAND PROPERTIES
INCORPORATED

KENT ELECTRONICS CORPORATION

By:/s/ Les A. Newton

By:/s/ Randy J. Corparron

Name: LES A. NEWTON
Title: PRESIDENT

Name: Randy J. Corparron
Title: Executive Vice President

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EXHIBIT A

K*TEC MANUFACTURING FACILITY DRAWINGS
HOUSE REH BURWELL ARCHITECTS

=====
<TABLE>
<CAPTION>

BUILDING PACKAGE

<S> <C>
CIVIL/SITE

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K*TEC Manufacturing Facility Drawings

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E5.3	ELECTRICAL PANEL SCHEDULES	2-13-95	AD#1
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K*TEC MANUFACTURING FACILITY

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01620	Storage and Protection.....	2
01630	Substitutions.....	1
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7	Cement Stabilized Crushed Stone Base Course.....	1
8	Reinforcing Steel.....	4
9	Dewatering.....	1
10	Storm Drainage.....	2
11	Sanitary Sewerage Collection.....	4
12	Separation Distances 31 T.A.C., 317.13, Appendix E and 290.44(e).....	2
13	Water Distribution.....	4
14	Cenebt Stabilized Sand.....	2
15	Trench Backfill and Trench Safety.....	1
16	Riprap Erosion Protection.....	1
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ISSUED FOR CONSTRUCTION
11 JANUARY 1995

K*TEC MANUFACTURING FACILITY
SUGAR LAND, TEXAS

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03300	Cast-In-Place Concrete.....	11
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(Not Used)

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K*TEC MANUFACTURING FACILITY
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10650	Operable Partitions.....	3
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DIVISION 13 - SPECIAL CONSTRUCTION

(Not Used)

DIVISION 14 - CONVEYING SYSTEMS

14212	Hydraulic Elevators.....	17
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ADDENDA:

- ADDENDUM NO. 1 FEBRUARY 3, 1995 ATTACHED
- ADDENDUM NO. 2 FEBRUARY 14, 1995 ATTACHED
- ADDENDUM NO. 3 FEBRUARY 15, 1995 ATTACHED

ISSUED FOR CONSTRUCTION
11 JANUARY 1995

K*TEC MANUFACTURING FACILITY
SUGAR LAND, TEXAS

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[HOUSE REH BURWELL ARCHITECTS LETTERHEAD]

Addendum No. 1
to the General Contractor
BID DOCUMENTS FOR:
PROJECT X

February 13, 1995

This Addendum shall be considered part of the plans and specifications for the above named project as though it had been issued at the same time and incorporated integrally with such plans and specifications. Where provisions of the following supplementary plans and specifications contained in the addenda from the provisions of the original plans and specifications, the provisions in this addendum shall govern and take precedence.

SPECIFICATIONS

Section 01030

Item 1.1

Add an Alternate No. 9: SEE MEP SECTION OF THIS ADDENDUM

Item 1.2

Add an Alternate No. 10; SEE MEP SECTION OF THIS ADDENDUM

Item 1.3

Add an Alternate No. 11; SEE MEP SECTION OF THIS ADDENDUM

Item 1.4

Add an Alternate No. 12;
Provide Schuller PERMA-PLY IV (41-IG) system in lieu of specified roofing system. There will be no change in the insulation or deck material of the roof. Roof details shall conform to those specified by manufacturer. Warranty to be the same as that specified with original system. (see section 1740 for general warranty requirements - it is issued as part of this addendum)
Roof shall conform to FM 1-90.

Item 1.5

Add an Alternate No. 13;
Provide Firestone APP 180 system in lieu of specified system.

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Insulated deck shall conform to Firestone specification I-M18-M using Firestone ISO 95-insulation 2.3 inches attached to meet FM I-90 specifications.

Details shall conform to those specified by manufacturer. Warranty to be the same as that specified with original system. (see section 1740 for general warranty requirements - it is issued as part of this addendum). Roof shall conform to FM I-90.

Item 1.6

Add an Alternate No. 14;
Use BEST Inc. removable core locks in lieu of Schlage system specified. Function, appearance and quality shall be equal to Schlage system specified.

Item 1.7

NOTICE
Contractors are notified that these alternates should be submitted in accordance with specification section 01630.

Item 1.8

Section 08250

Paragraph 2.03.A. change to read;

A. Type: Raco 375 Classic Prestige...

in lieu of the 225 system specified.

Item 1.9

Section 01740 shall be added to the index of sections.

Item 1.10

Add section 01740. It is attached as Appendix A.

Item 1.11

Section 08700

Paragraph 3.02;
Change Paragraph to read:

3.02 HARDWARE SCHEDULE
(refer to drawings)

Item 1.12

Section 07600

Section shall be revised to clearly state that pre-finished galvanized coil stock shall be used for all sheet metal flashing.

Paragraph 1.02;
Omit item C.

Paragraph 1.04.B.4
Omit

Paragraph 2.04A
Add number 13.

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Sheet metal stock shall be galvanized steel with Kynar 500 factory applied finish, equal to Berridge products coil stock, designed for continuous onsite forming.

Paragraph 2.03, A.2
Omit

Paragraph 2.04, A.1
Change to read: "Gutter/Downspout shall be butt joint with backup lap joint construction."

Paragraph 2.04, A.8
Omit
Paragraph 2.04, A.9 change the word "welded" to "lapped".
Paragraph 3.01 Add: 9.

9. Remove protective film immediately after installation of piece.

Item 1.13

Section 08250

Add paragraph 2.03,B.3 and 2.03,B.4
3. All interior aluminum glass partitions.
4. All interior aluminum doors - narrow stile type.

Item 1.14

Section 06400:

Notice: there have been questions on the suitability of melamine as a liner material. Melamine is acceptable under paragraph 2.02,E.3

Omit Paragraph 2.03,E.4. Color will be as shown on the drawings.

Item 1.15

Section 12512

Add paragraph 3.01.E;

E. Locate one blind for each pane of vision glass in exterior walls of office.

DRAWINGS

Item 1.16

Cover Sheet:

Developer's telephone numbers are:

Voice: 242-2000

Fax: 242-2710

Item 1.17

Architect's new address and number are:

The Houston Club Building

811 Rusk

Suite 101

Houston, TX 77002

713-227-0811 ph

713-227-0812 fx

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Item 1.18

Sheet A1.1 change note on sidewalk at property line: 4 feet 0 inches sidewalk.

Item 1.19

Sheet A2.1 Add partition keys in warehouse walls: See Sketch A dated 13 FEB 1995 attached

Item 1.20

Sheet A2.2 Add Telecommunications riser closet (TEL/DATA RISER room 171A) See Sketch B dated 13 FEB 1995 attached. This room shall receive a 4x8 sheet of plywood mounted to furring channels and attached to concrete tilt panel.

Item 1.21

Sheet A2.4 This sheet has been re-issued and now indicates partition keys.

Item 1.22

Sheet A2.5 This sheet has been re-issued and now indicates partition keys.

Item 1.23

Sheet A2.5.1 The controller's room has walls to deck on North, South and West sides. See sketch D dated 13 FEB 1995 attached.

Item 1.23

Sheet A2.6 Clarification from bidder's question: Finish W6 is NOT used. The indication will be removed from the schedule. No drawing will be issued at this time.

Item 1.24

Sheet A2.7 Base B6 is NOT used. The indication will be removed from the schedule. No drawing is issued at this time.

Item 1.25

Sheet A2.8 Roof expansion joints are shown. See Sketch C dated 13 FEB 1995. Roofing contractors for each type of roofing alternate shall verify that these locations for their membrane are acceptable, or propose alternate locations in the alternate bid.

Item 1.26
Sheet A2.1

Indicate extent of wood base at rear of warehouse. See sketch E dated 13 FEB 1995 attached.

Item 1.27
Sheet A3.2

Drawing 4: Napkin Disposals should be indicated on drawing as recessed.

Drawing 5: Indicate Napkin Disposals (item #2) in both women's restrooms, one per stall.

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Drawing 6: Indicate Napkin Disposals (item #2) in women's restrooms, one per stall.

Item 1.28
Sheet A4.1

Drawing 03,04: Warehouse elevations indicate the current locations of downspouts. These are incorrect. Move the existing location of downspouts 15 feet 0 inches to the rear (West) elevation of the building. That is to say that the downspouts will occur at each panel joint in the manufacturing area walls that are NOT on the grid lines.

Item 1.29
Sheet A3.2

Phenolic toilet partitions shall be indicated for all restrooms within the manufacturing area. Rooms: 174, 181, 173, 166. These restrooms shall also receive one toilet seat cover dispenser (Item 12 in schedule) per stall.

The schedule will be changed to indicate one per STALL in lieu of "handicapped only".

Laminate toilet partitions shall be indicated where they occur in the office area of the building. Rooms: 130,133

Item 1.30
Sheet A3.2

A question has been asked about the mirrors indicated on this sheet:

Which sub-contractor is to supply/install full size restroom mirrors?

Mirrors indicated on plans shall be provided by appropriate contractor as determined by the general contractor. (Typically this is the glazing contractor, but it is totally at the GC's discretion, please confirm with him.) Framed mirrors are indicated as an accessory and should probably be supplied by that contractor. (see caveat above - again).

Item 1.31
Sheet A6.1

Details 6/ A6.1:
Cabinets added over sink, drawing changed. See Sketch F dated 13 FEB 1995.

Detail 7/ A6.1
Drawing changed (Cad Layer was turned off) See Sketch G dated 13 FEB 1995.

Detail 9/ A6.1
Drawing changed (Cad Layer was turned off) See Sketch H dated 13 FEB 1995.

Detail 16/ A6.1
Drawing changed (Cad Layer was turned off) See Sketch J

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- Item 1.32
Sheet A6.4 Detail 10/A6.4
Drawing changed - At the suggestion of cabinetry supplier,
doors have been decreased in width to 1 foot 4 inches.
This should allow the use of the specified hinges. See
Detail K dated 13 FEB 1995.
- Item 1.33
Sheet A8.2 Detail A11/A8.2 Detail revised to indicate size of gutter.
See Sketch L 13 FEB 1995 (attached).
- Item 1.34
Sheet A8.4 Detail 02/A8.2 Detail of downspout attachment changed. See
Sketch M dated 13 FEB 1995.
- Item 1.35
Sheet A9.3 Detail 13/A9.3 added. Indicates termination of 1/2 inch
aluminum reveal. This detail was referenced in drawing
4/A6.1, but not included in the last issue. See Sketch N
dated 13 FEB 1995 attached.
- Item 1.36
Sheet A9.5 Details - General
Cabinet construction shall be depicted as flush overlay, not
stile and rail as currently shown.
- All splash members shall meet the countertop with a square
in lieu of a cove edge.
- Item 1.37
Sheet A6.3 Detail 10/A6.3. Shelves may be painted in storerooms 108
and 137. This is a response to a question by a bidder.
- Item 1.38
Sheet A8.2 Question on Detail 4/A8.2:
Is base shown in this detail from Millwork supplier?
Answer:
This is at general contractor's discretion.
- Item 1.39
Question on Civil Drawings:
Civil drawings require No. 4 rebar for paving areas. Is this
correct? I think we were assuming No. 3 previously.
- Answer (from Telephone conversation with Scott Slora, Rust
Lichliter Jameson)
The following alternate rebar schemes are acceptable:
Reinforcing for 5 inch thick paving:
 #4's at 24 inch ctrs.
Reinforcing for 7 inch think paving:

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#4's at 18 inch centers.

- Item 1.40
Question on light boxes shown in architectural plans:
Is there a standard supplier?
Answer:

No. Try approaching this as a backlit building directroy of the type which SIGN manufacturers can custom make and not as a light fixture.

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Item 1.41
Sheet A 7.1

Corrections to Door and Hardware schedule:

Door 134	Hardware set #2.
Door 164A	Add this door for TEL/DATA RISER closet (See sketch B) This door is identical to door 164.
Door 170	Delete Removable Mullion, this door is a PAIR.
Door 202	Door is a PAIR
Door 203	Door has 90 minute rating.
Door 213	All three have hardware set #3.
Door 214	
Door 215	

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[HOUSE REH BURWELL ARCHITECTS LETTERHEAD]

SKETCHES

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[GRAPHIC - FLOOR PLAN A2.1]

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[GRAPHIC - FLOOR PLAN A2.8]

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[GRAPHIC - FLOOR PLAN A2.1]

45

[GRAPHIC - FLOOR PLAN A2.2]

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[GRAPHIC - FLOOR PLAN A2.5]

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[GRAPHIC - FLOOR PLAN A6.1 WEST]

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[GRAPHIC - FLOOR PLAN A6.1 EAST]

49

[GRAPHIC - FLOOR PLAN A6.1 SOUTH]

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[GRAPHIC - FLOOR PLAN A6.1 SOUTH]

51

[GRAPHIC - FLOOR PLAN A6.4]

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[GRAPHIC - FLOOR PLAN A8.2]

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[GRAPHIC - FLOOR PLAN A8.4]

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[GRAPHIC - FLOOR PLAN A9.3]

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[HOUSE REH BURWELL ARCHITECTS LETTERHEAD]

APPENDIX A

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1.01 GENERAL

- A. This section specifies general administrative and procedural requirements for warranties required by the Contract Documents, in addition to requirements of the AIA A201 - 1967 General Conditions.
1. Refer to General Conditions for terms of Contractor's warranty of workmanship and materials.
 2. General closeout requirements are included in Section 01700/Project Closeout.
 3. Specific requirements for warranties for the Work, and products and installations that are specified to be warranted, are included in the individual Sections of Division 2 through 16.
 4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
- B. Disclaimers and Limitations:
1. Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

1.02 DEFINITIONS

- A. Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. Special Warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1.03 WARRANTY REQUIREMENTS

- A. The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform with the requirements of the Contract Documents.
1. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.
 2. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- B. Related Damages and Losses:
1. When correcting warranted Work that has failed, remove and

replace other Work that has been damaged as result of such failure or that must be removed and replaced to provide access for correction warranted Work.

OFFICES FOR PROJECT X
SUGAR LAND, TEXAS

ISSUED FOR CONSTRUCTION

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WARRANTIES
SECTION 01740
Page 2

C. Reinstatement of Warranty:

1. When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement.
2. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

D. Replacement Cost:

1. Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents.
2. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefitted from use of the Work through a portion of its anticipated useful service life.

E. Owner's Recourse:

1. Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
2. The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
3. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that unites required to countersign such commitments are willing to do so.

1.04 SUBMITTALS

A. Submit written warranties to Architect prior to the date certified for Substantial Completion.

1. If Architect's Certificate of Substantial Completion designates a commencement date for warranties other than date of Substantial Completion for Work, or a designated portion of the Work, submit

written warranties upon request of Architect.

2. When a designated portion of the Work is completed and occupied or used by Owner, by separate agreement with the Contractor during construction period, submit properly executed warranties to Architect within 15 days of completion of that designated portion of the Work.
- B. When a special warranty is required to be executed by the Contractor, or Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties.
1. Submit a draft to the Owner through Architect for approval prior to final execution.
- C. Forms for special warranties are included at the end of this Section.
1. Prepare a written document utilizing the appropriate form, ready for execution by the Contractor, or the Contractor and subcontractor, supplier or manufacturer.
 2. Submit a draft to Owner through Architect for approval prior to final execution.
 3. Refer to individual Sections of Division 2 through 16 for specific content requirements, and particular requirements for submittal of special warranties.

OFFICES FOR PROJECT X
SUGAR LAND, TEXAS

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-
- D. Form of Submittal:
1. At Final Completion compile 2 copies of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer.
 2. Organize the warranty documents into an orderly sequence based on the Table of Contents of the Project Manual.
- E. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation, including the name of the product, and the name, address and telephone number of the installer.
 2. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES", the project title or name, and the name of the Contractor.
- F. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

END OF SECTION

OFFICES FOR PROJECT X
SUGAR LAND, TEXAS

ISSUED FOR CONSTRUCTION

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[HAYNES WHALEY ASSOCIATES, INC. LETTERHEAD]

K*Tec Electronics
Addendum No. 1
February 13, 1995

STRUCTURAL ITEMS

SHEET S5.0

1. On Detail 11 and 12 of this sheet, add a piece of continuous angle 3 x 3 x 3/16" along the floor to serve as a pour stop.

SHEET S7.0 THRU S7.4

1. Add cost for various embedded weld plates not yet shown on wall panel drawings:

2 - Plate Type "E"
20 - Plate Type "A"
10 - Plate Type "H"

SHEET S7.3

1. On spandrel panels SP1-A thru SP10-A, the upper row of embedded weld plates are shown as Plate Type "A". These should be Plate Type "H" (66 Total).

END OF ADDENDUM

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DATE: February 13, 1995
ADDENDUM NO: One (1)
PROJECT: K-Tec Electronics
LOCATION: Sugar Land, Texas
JOB: 3413991

NOTICE TO BIDDERS

The Addendum shall be considered part of the Contract Documents for the above mentioned project as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original Contract Documents, this Addendum shall govern

and take precedence.

Bidders are hereby notified that they shall make the necessary adjustments in their estimates on account of this Addendum. It will be construed that each Bidder's Proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

MECHANICAL

SHEET M-2.2 - OFFICE FIRST FLOOR PLAN - MECHANICAL

1. Room 141, H.R. Payroll: Added a 6x6 sheetmetal return air transfer duct through the North wall of the office above the ceiling and Keyed Note 21 to explain it.

SHEET M-2.3 - OFFICE MEZZANINE FLOOR PLAN - MECHANICAL

1. Added fire dampers to the six ducts that penetrate the demising wall between the Office and Manufacturing (column line 4)

2. Added "Add Alternate #10" as follows:

IN LEIU OF RELOCATING THE EXISTING COMPUTER ROOM AIR CONDITIONING UNIT THE MECHANICAL CONTRACTOR SHALL PROVIDE A NEW LEIBERT MODEL FH/UH 245A NOMINAL 15 TON AIR COOLED COMPUTER ROOM AIR CONDITIONING SYSTEM WITH ELECTRIC HEAT AND A ROOF MOUNTED, REMOTE AIR COOLED CONDENSING UNIT. 480 VOLT, THREE PHASE.

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SHEET M-4.1 - PARTIAL PLAN AND DETAILS - MECHANICAL

1. Revise the note on Detail 2 that refers to the supply air branch duct to read:

SUPPLY AIR BRANCH DUCT
FOR ROOF TOP UNIT 44
ONLY. PROVIDE VOLUME
DAMPERS AS SHOWN ON ROOF
TOP UNIT 44 ONLY.

SHEET M-5.1 - MECHANICAL SCHEDULES

1. Revise the Air Device Schedule by changing type "G" to read as follows:

G PRICE SERIES LBP-16A LINEAR BAR GRILLE. 1-1/2" WIDE WITH 1/4" SPACING, 1/8" BARS AND 15 DEGREES DEFLECTION, REFER TO THE ARCHITECTURAL REFLECTED CEILING PLANS FOR THE EXACT LOCATION AND LENGTH. PROVIDE WITH A FULL SIZED BY 12" INSULATED SHEETMETAL PLENUM WITH THREE EQUALLY SPACED 6" DIAMETER TAPS, 3/4" WIDE BORDER TYPE 750 FOR SURFACE MOUNTING AND EITHER OFF-WHITE FINISH "B13" OR BRUSHED FINISH #66 TO BE DETERMINED BY THE ARCHITECT.

ELECTRICAL

SHEET E1.1 - ELECTRICAL SITE PLAN

Refer to revised drawing for the following:

1. Revised telephone service conduits. Added conduits to provide

communications services to future adjacent property developments.

2. Revised pole foundation detail to eliminate requirement for rigid conduit ells.

SHEET E2.1A - WAREHOUSE/FACTORY BUILDING - POWER

Refer to revised drawing for the following:

1. Relocated trash compactor
2. Added second trash compactor.
3. Revised distribution equipment to reflect distribution changes.

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SHEET E2.1B - WAREHOUSE/FACTORY BUILDINGS - LIGHTING

1. Add a second type SA dock light at each dock so that there are 6 at each of the two dock locations.

SHEET E2.1C - WAREHOUSE/FACTORY BUILDING- ALTERNATE 11

New drawing added to show the following:

1. Added entire sheet to set to show alternate fluorescent lighting scheme.

SHEET E2.2 - FIRST FLOOR OFFICE PLAN - POWER

Refer to revised drawing for the following:

1. Revised circuiting in the first floor office areas to move IG computer receptacles to a new UPS panel.
2. Revised circuiting in the first floor office areas and break areas to put the office system on standby (generator) power while leaving the break on normal power. Panelboards were also revised and relocated to accomodate this change.
3. Revised circuiting in the first floor office areas based on a future modular furniture change from 3 circuit to 4 circuit.
4. Revised telephone service conduits.

SHEET E2.3 - SECOND FLOOR OFFICE PLAN - POWER

Refer to revised drawing for the following:

1. Revised circuiting in the second floor office areas to move IG computer receptacles to a new UPS panel.
2. Revised circuiting in the second floor office areas to put the office system on standby (generator) power.
3. Revised circuiting on the second floor based on a future modular furniture change form 3 circuit to 4 circuit.
4. Revised telephone service conduits.
5. Added note for alternate for UPS system being added to the construction contract.
6. Added UPS panels which will now serve IG computer outlets on the first and

second floors. Panels will be fed by feed from UPS which is not in this contract.

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SHEET E2.4 - FIRST FLOOR OFFICE PLAN - LIGHTING

Refer to revised drawing for the following:

1. Added light in new telephone riser closet.
2. Add switch to vending lights.

SHEET E2.5 - MEZZANINE FLOOR OFFICE PLAN - LIGHTING

1. Connect type F4 which is on column line 4, and between J and K to nearest circuit.

SHEET E3.1 - ENLARGED PLANS - ELECTRICAL

Refer to revised drawing for the following:

1. Added transfer switch and relocated emergency panels as a part of the change to accommodate the addition of the office building onto standby power.

SHEET E4.1 - ELECTRICAL RISER DIAGRAMS

Refer to revised drawing for the following:

1. Revised riser.

SHEET E5.1 - ELECTRICAL EQUIPMENT SCHEDULE AND LOAD ANALYSIS

Refer to revised drawing for the following:

1. Revised building load analysis to reflect changes made throughout this addendum.
2. Revised generator load analysis to reflect changes and to more clearly subtotal loads to accommodate planning for future generator.
3. Clarified symbol legend to more clearly identify floor outlets on first floor.
4. Revised note on short circuit schedule.
5. Revised transformer schedule based on distribution revisions.
6. Corrected note on wattage on type HA lighting fixture.

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SHEET E5.2 - PANEL SCHEDULES

Refer to revised drawing for the following:

1. Revised panel schedules reflecting distribution revisions.
2. Removed two duplicate schedules inadvertently shown on previous printing.

SHEET E5.3 - PANEL SCHEDULES

Refer to revised drawing for the following:

1. Revised panel schedules reflecting distribution revisions.

SHEET E5.4 - PANEL SCHEDULES

Refer to revised drawing for the following:

1. Revised panel schedules reflecting distribution revisions.

SHEET E5.5 - PANEL SCHEDULES

Refer to revised drawing for the following:

1. Revised panel schedules reflecting distribution revisions.

SHEET E5.8 - PANEL SCHEDULES

Refer to revised drawing for the following:

1. Revised panel schedules reflecting distribution revisions.

PLUMBING

SHEET P5.1 - PLUMBING DETAILS AND SCHEDULES

1. Add the following to the PLUMBING FIXTURE SCHEDULE.

FCO J.R. SMITH NO. 4020-Y, FINISHED FLOOR CLEANOUT WITH STAMPED CLEANOUT MARKER OR J.R. SMITH NO. 4051, TILE FINISHED FLOOR CLEANOUT. CONTRACTOR TO INSTALL MARKER TYPE IN CARPET FLOOR AREAS AND TILE TYPE IN TILE FLOOR AREAS.

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SPECIFICATIONS

SECTION 15250 - INSULATION

1. Replace Article 2.04 A 1 with the following:

All indoor pipe and fittings.

2. Replace Article 2.06 A 1 with the following:

See also Section 15840 - DUCTWORK to determine where duct insulation is required. All concealed supply ductwork insulation shall be external. All exposed supply ductwork and all return ductwork insulation shall be internal.

3. Remove Article 2.06 C.

SECTION 15764 - COMPUTER ROOM PROCESS COOLING

1. Replace Paragraph 1.01 B with the following:

B. Includes:

1. Under the base bid, relocate the existing computer room process

cooling unit complete with humidifier, filters, and factory wired control system.

2. Under Alternate No. 10, provide a new process cooling system. Refer to drawing addendum items to determine requirements of new unit.

SECTION 15840 - DUCTWORK

1. Replace Article 1.05 C with the following:

Exceptions: Exposed supply ductwork routed in the Manufacturing Area does not require duct sealant.

2. Replace Article 1.06 B 3 with the following:

Insulation: 1-1/2 inch thick duct wrap (Concealed ducts).

3. Add Article 1.06 B 4 with the following:

Insulation: 1 inch thick duct liner (Exposed ducts).

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SECTION 15900 - CONTROLS

1. Article 2.02 ACCEPTABLE MANUFACTURERS: Add the following to the end of Paragraph A.

6. CSI.
7. ASI.

2. Article 2.05 ROOFTOP UNIT CONTROLS: Replace paragraph B.1. with the following:

1. ANALOG INPUT POINTS

- a. Outside air temperature. One location only required.
- b. Supply air temperature
- c. Zone temperature
- d. Return air temperature
- e. Active setpoint
- f. Not used.
- g. Not used.
- h. Not used.

3. Article 2.05 ROOFTOP UNIT CONTROLS: Replace paragraph B.2. with the following:

2. BINARY INPUT POINTS

- a. Smoke/fire alarm status.
- b. Heating status
- c. Not used.
- d. Not used.
- e. Supply fan on/off status
- f. Compressor lockout
- g. Supply fan failure
- h. Not used.

4. Article 4.01 ROOF TOP UNITS: Replace paragraph G with the following:

G. Not used.

5. Article 4.01 ROOF TOP UNITS: Replace paragraph J with the following:

J. Not used.

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SECTION 16140 - WIRING DEVICES

Replace Article 2.09 with the following:

2.09 FLOOR OUTLETS

A. Flush Floor Outlets: Equal to Walker Walkerbox Resource RFB with the following:

1. General: Provide flush floor outlets complete with all mounting accessories and trim appurtenances required, including flange assemblies and trim plates required for the specific outlet in the specific floor.
2. Receptables: Provide a 15A-125V duplex receptacles unless the drawings indicate a special device rating.
3. Telephone Outlets: Modular telephone outlet or wiring compartment for connection use by telephone installers.
4. Cover: Provide undercarpet recessed activation through metal or polycarbonate hatches, equal to Walker RAK or RAKM. Where box will be used for future furniture feed -- power, telephone, and data -- provide cover equal to Walker RFB4-FBF.

B. Poke Through Floor Outlets: Flush type. Provide combination duplex and telephone outlet with fire rated poke through assembly designed to maintain the floor fire rating. Similar to Walker 1500 series with services required by application.

C. Acceptable Manufacturers: One of the following:

1. Raceway Components.
2. Walker.
3. Hubbell.

SECTION 16170 - MAIN SWITCHBOARDS

1. Rewrite Article 2.07 MAIN PROTECTIVE DEVICES - A. to read the following:

Devices greater than 1200 amps: . . .

2. Rewrite Article 2.07 MAIN PROTECTIVE DEVICES - B. to read the following:

Devices 1200 amps and lower: . . .

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[HOUSE REH BURWELL ARCHITECTS LETTERHEAD]

[HOUSE REH BURWELL ARCHITECTS LETTERHEAD]

Addendum No. 2
to the General Contractor
BID DOCUMENTS FOR:
PROJECT X
HRBA No. 94097

February 14, 1995

This Addendum shall be considered part of the plans and specifications for the above named project as though it had been issued at the same time and incorporated integrally with such plans and specifications. Where provisions of the following supplementary plans and specifications contained in the addenda from the provisions of the original plans and specifications, the provisions in this addendum shall govern and take precedence.

SPECIFICATIONS

Item 2.1
Section 6400
Architectural Woodwork
Change Paragraph 2.02, E.3 to read:
Melamine Backing Sheet (Liner): 120 gram paper on MDF core from
MEDITE or equal - white pine particle fiber only.

Item 2.2
Section 10650
Operating Partition
Change Paragraph 2.03, A to read:
Type: Modernfold "Acousti Seal" 932 Series Bi-Fold Series
complete with.....

Item 2.3
Section 10650
Operating Partition
Change Paragraph 2.03, A.3 to read:
Panel Finish: Fabric, Maharem Tekwall 1000, color to be
selected by architect.

Item 2.4
Section 10650
Operating Partition
Change Paragraph 2.03, C.3 to read:
Floor Seals: Modernfold "Automatic Floor Seals"

Item 2.5
Section 09900

Painting

Change Paragraph 2.04, A.5 to read:

Dry Fog shall be applied in manufacturing area to the exposed deck, joists, columns (to the floor) HVAC ducts and devices, miscellaneous conduit, etc. but not lighting fixtures. Color shall be high reflectance white, 60% sheen.

Item 2.6

Section 6400

Architectural Woodwork

Omit paragraph 2.02, E.4.

Item 2.7

Addendum No. 1.

Clarification on BEST locks:

Item 1.6 Alternate No. 14 should read: Use BEST Inc.,
removable core locks OR EQUAL.....

DRAWINGS

Item 2.8

Sheet A2.6 & 2.7

See Attached Clarification of Finishes and Alternates to
Finishes.

Item 2.9

Sheet A7.1

Equipment (appliance) schedule:

DW should be: G.E. GSD 1130 L

MW should be: JEM26 WH

Last column of chart indicates quantity.

[HOUSE REH BURWELL ARCHITECTS LETTERHEAD]

CLARIFICATION

Finishes and Alternates

Sheets A2.6 and A2.7 have several inconsistencies which have generated many questions. This clarification will attempt to answer them.

Materials:

Final finishes have not been approved at this time. The architect is attempting to establish a scope of work and quality of material for this bid. Several alternate materials will be examined to fit the owner's budget.

Standard materials listed are not exclusive, they merely establish a standard of quality and price.

Standard materials for the base bid as indicated on the drawing are either allowances or a particular material. Exceptions to this are:

Base materials are shown on the plans as B2, W2, etc. Requested alternates are listed in the schedule (W2 alt.) and should be calculated by stating the price difference to replace W2 with that specified in the alternate

<TABLE>

<CAPTION>

<S>	<C>	<C>
Floors:		
F3 Alternate 1:	Vinyl Composition Tile:	Armstrong Premium Ex Excelon color to be selected.
F3 Alternate 2:	Ceramic Tile:	Buchtel Caesar Standard color to be selected.
B4 Alternate	Ceramic Tile:	Buchtel Caesar Standard color to be selected

</TABLE>

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<TABLE>
<CAPTION>

<S>	<C>
W2 Alternate	BFG Koroseal Muratone Type II
W8 Alternate	BFG Koroseal Muratone Type II

</TABLE>

Please use this form for alternate calculation on interior finishes.

<TABLE>
<CAPTION>

ALTERNATE	DESCRIPTION	\$/(\$)
F1(alt.)	Carpet Upgrade	
F3 (alt. 1.)	Use VCT in area shown as F3	
F3 (alt. 2.)	Use Ceramic Tile in lieu of F3	
B4 (alt.)	Use ceramic base to match F3 alt2 where B4 is shown - only used in with F3 alt2	
W2 alt	Use VWC in lieu of polymix paint at locations of W2A; W2B, W2C, W2D	
W8alt	Use VWC in lieu og polymix paint at locations of W8 (std. paint)	

</TABLE>

Ceilings:

Omit any alternate listed on the ceiling section of these drawings.
We will be considering ALTERNATE No. 4 only for ceilings.

Omit door references from these drawings, use the door schedule
provided on A7.1

Base B4

See attached sketch A and B dated 14 FEB 95 to show where this base is
scheduled.

END OF CLARIFICATION

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[HOUSE REH BURWELL ARCHITECTS LETTERHEAD]

SKETCHES

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[GRAPHIC - FLOOR PLAN A2.6]

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[GRAPHIC - FLOOR PLAN A2.7]

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DATE: February 14, 1995

ADDENDUM NO.: Two (2)

PROJECT K-Tec Electronics

LOCATION: Sugar Land, Texas

JOB: 3413991

NOTICE TO BIDDERS

The Addendum shall be considered part of the Contract Documents for the above mentioned project as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original Contract Documents, this Addendum shall govern and take precedence.

Bidders are hereby notified that they shall make the necessary adjustments in their estimates on account of this Addendum. It will be construed that each Bidder's Proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

MECHANICAL

SHEET M-2.2 OFFICE FIRST FLOOR PLAN - MECHANICAL

1. Change all type "C" air devices to type "F".
2. Change all two type "G" air devices in the Elevator Lobby to type "F", 8" diameter, 200 cfm.

SHEET M-2.3 OFFICE MEZZANINE FLOOR PLAN - MECHANICAL

1. Change all type "C" air devices to type "F".
2. Change the three type "G" air devices in the Elevator Lobby to type "F", 8" diameter, 250 cfm.

SHEET M-5.1 MECHANICAL SCHEDULES

Make the following changes to the AIR DEVICE SCHEDULE.

1. Revise air device type "C" to read "NOT USED."

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2. Revise air device type "F" to read as follows:

PRICE SERIES RCDE, TWO POSITION, ROUND CONE SUPPLY DIFFUSER WITH VCR-7 STEEL DAMPER. STEEL CONSTRUCTION. NECK SIZE NOTED ON DRAWINGS. DUCT OR SURFACE MOUNTED. PROVIDE WITH FINISH "PC15" ALUMINUM PRIME COAT SUITABLE FOR FIELD PAINTING.

3. Remove air device type "G".
4. Remove air device type "H".

ELECTRICAL

SHEET E5.1 - PANEL SCHEDULES

Refer to revised drawing for the following:

1. Omit digital metering on distribution switchboards "DAA" and "DBA". Provide digital metering in emergency distribution switchboard "ME" for main feeder and separate digital metering for each of four (4) branch devices.
2. Change circuit breaker for distribution panel "DBB" from 600 amp to 800 amp. Change feeder to two sets of 4-500KCMIL, 1-#1/O GND, 4"C.
3. Change distribution panel "DBB" from 600 amp MLO to 800 amp MLO. Change circuit breaker for distribution panel "DBH" from 100 amp to 400 amp. Changed feeder to 4-500KCMIL, 1-#1/OGND., 4"C.
4. Change distribution panel "DBH" from 600 amp MLO to 400 amp MLO.

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[HOUSE REH BURWELL ARCHITECTS LETTERHEAD]

END OF ADDENDUM

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[HOUSE REH BURWELL ARCHITECTS LETTERHEAD]

Addendum No. 3
to the General Contractor
BID DOCUMENTS FOR:
PROJECT X
HRBA No. 94097

February 15, 1995

This Addendum shall be considered part of the plans and specifications for the above named project as though it had been issued at the same time and incorporated integrally with such plans and specifications. Where provisions of

the following supplementary plans and specifications contained in the addenda from the provisions of the original plans and specifications, the provisions in this addendum shall govern and take precedence.

SPECIFICATIONS

Item 3.1

Section 07510

Change 2.04, C,2 to 2.5" Fesco Foam Isocyanurate Composite board.

Item 3.2

Section 07532 & ALTERNATE No. 7

Insulating value of the insulation in this roof must meet a minimum of R-19.

Insulation shall be fastened with I-90 fastening requirements.

Item 3.3

ALTERNATE No. 13

Insulating value of the insulation in this roof must meet a minimum of R-19.

Change ISO 95+ insulation thickness to 2.5" in lieu of 2.3".

Item 3.4

ALTERNATE No. 8

Change Roofing system to Schuller 4 C I D using type IV felts and Dyna Kap FR.

Change Roof Insulation to 2.5" Fesco Foam Isocyanurate Composite and 3/4" Fesco Board. Compy with I-90 fastening requirements.

DRAWINGS

Item 3.5

Various Drawings

Change Drawing notations to delete 1/2" perlite board above metal deck - polyisocyanurate composite board lays directly on metal deck.

Change Polyisocyanurate composite board from 2.3" to 2.5" thick on various roof details.

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DATE: February 15, 1995

ADDENDUM NO: Three (3)

PROJECT: K-Tec Electronics

LOCATION: Sugar Land, Texas

JOB: 3413991

NOTICE TO BIDDERS

The Addendum shall be considered part of the Contract Documents for the above mentioned project as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the following supplementary data differ from those of the original Contract Documents, this Addendum shall govern and take precedence.

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MECHANICAL

SHEET M-2.3 - OFFICE MESSANINE FLOOR PLAN - MECHANICAL

1. Revise Sheet M-2.3 addendum No.1, item 2 which added a new Liebert computer room air conditioning system. Reduce tonnage from 15 tons to 8 tons.

PLUMBING

SHEET P-2.1 - MANUFACTURING FLOOR PLAN - PLUMBING

1. Delete all condensate roof captors and all associated piping including Keyed Notes #10 and #11.

SHEET P-3.1 - MANUFACTURING ROOF PLAN - PLUMBING

1. Delete condensate roof captors (4"RC-1), from roof plan, including Keyed Note #5.

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SHEET P-5.1 - PLUMBING DETAILS AND SCHEDULES

1. Delete "RC-1" specification from the PLUMBING FIXTURE SCHEDULE.

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[HOUSE REH BURWELL ARCHITECTS LETTERHEAD]

END OF ADDENDUM

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EXHIBIT B

K*TEC ELECTRONICS, INC.

[GRAPH - K*TEC ELECTRONICS HIGHLIGHT SCHEDULE]

Schedule Notes:

1. Contractor reserves the right to revise activity sequence and duration as necessary.
2. Schedule allows for (14) work days lost to inclement weather.

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EXHIBIT C

DESCRIPTION OF
51.0000 ACRES
TRACT 130

Being 51.0000 acres of land located in the Brown & Belknap League, Abstract No. 15, Fort Bend County, Texas, being a portion of that certain 1303.637 acre tract of land conveyed to Sugarland Properties Incorporated by instrument of record in Volume 607, Page 80, Deed Records, Fort Bend County, Texas and more particularly being all of Tract "130", Commercial Reserve "A" of Sugar Land Business Park, Tract 130 and 131, a subdivision of record under Slide No. 1356B, Plat Records, Fort Bend County, Texas, said 51.0000 acres being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone);

COMMENCING for reference at an "X" cut in concrete found marking the southwest corner of Crown Cork & Seal, Sugar Land, Texas, a plat of record in Slide No. 1252A, Plat Records, Fort Bend County, Texas, same being on the north right-of-way line of Jess Pirtle Boulevard (100 feet wide) of record in Volume 26, Page 11, Plat Records, Fort Bend County, Texas;

Thence, with said northerly right-of-way line of Jess Pirtle Boulevard, the following four (4) courses:

1. South 87 degrees 44 minutes 17 seconds West, 70.51 feet to a point;
2. 38.74 feet along the arc of a tangent curve to the left having a radius of 2050.00 feet, a central angle of 01 degrees 04 minutes 58 seconds and a chord that bears South 87 degrees 11 minutes 48 seconds West, 38.74 feet to a 5/8-inch iron rod set for corner, the POINT OF BEGINNING;
3. 678.21 feet along the arc of a tangent curve to the left having a radius of 2050.00 feet, a central angle of 18 degrees 57 minutes 19 seconds and a chord that bears South 77 degrees 10 minutes 39 seconds West, 675.12 feet to a 5/8-inch iron rod set for corner;
4. South 67 degrees 42 minutes 00 seconds West, 178.27 feet to a 5/8-inch iron rod set for corner on the easterly line of Drainage Reserve "C";

Thence, with said easterly line, the following three (3) courses:

1. North 02 degrees 30 minutes 08 seconds West, 626.07 feet to a 5/8-inch iron rod set for corner;

2. South 87 degrees 29 minutes 52 seconds West, 330.00 feet to a 5/8-inch rod set for corner;
3. North 02 degrees 30 minutes 08 seconds West, 1446.52 feet to a 5/8-inch iron rod set for corner, same being the southwest corner of Tract "131", Commercial Reserve "B" of said Sugar Land Business Park, Tract 130 and 131;

Thence, leaving said easterly line, with the south line of said Tract "131", Commercial Reserve "B", North 87 degrees 44 minutes 17 seconds East, 1234.09 feet to a 5/8-inch rod set for corner on the westerly right-of-way line of Gillingham Lane (width varies), same being the southeast corner of said Tract "131", Commercial Reserve "B";

Thence, with said westerly right-of-way line, the following six (6) courses:

1. South 02 degrees 15 minutes 43 seconds East, 1371.30 feet to a 5/8-inch iron rod set for corner, the beginning of a curve;
2. 34.25 feet along the arc of a tangent curve to the right having a radius of 535.00 feet, a central angle of 03 degrees 40 minutes 04 seconds and a chord that bears South 00 degrees 25 minutes 41 seconds East, 34.24 feet to a 5/8-inch iron rod set for corner;
3. South 01 degrees 24 minutes 21 seconds West, 356.55 feet to a 5/8-inch rod set for corner, the beginning of a curve;
4. 34.25 feet along the arc of a tangent curve to the left having a radius of 535.00 feet, a central angle of 03 degrees 40 minutes 04 seconds and a chord that bears South 00 degrees 25 minutes 41 seconds East, 34.24 feet to a 5/8-inch iron rod set for corner; -
5. South 02 degrees 15 minutes 43 seconds East, 50.82 feet to a 5/8-inch iron rod set for corner, the beginning of a curve;

86
51.0000 Acres

December 26, 1994
Job No. 67609.006

6. 62.08 feet along the arc of tangent curve to the right having a radius of 40.00 feet, a central angle of 88 degrees 55 minutes 02 seconds and a chord that bears South 42 degrees 11 minutes 48 seconds West, 56.03 feet to the POINT OF BEGINNING and containing 51.0000 acres of land.

This description is based on a boundary survey and plat prepared by the undersigned dated December 26, 1994.

RUST LICHLITER/JAMESON

/s/Keith W. Monroe

Keith W. Monroe
Registered Professional Land Surveyor
Texas Registration No. 4797

[GRAPHIC - STATE OF TEXAS SEAL]

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EXHIBIT D

HEADING 1

PROJECT COST BUDGET

K*Tec Manufacturing Facility

4-14-95

<TABLE>

<CAPTION>

Series	Sub- Title	Cost Code	Description	Anchor Budget
<S>	<C>	<C>	<C>	<C>
1000			LAND	
	1100		Land Cost	0
2000			ARCHITECTURAL AND ENGINEERING	
	2100		Design Architecture	
		2113	Design Arch-Contract Docs	108,000
		2119	Design Arch-Reimbursables	24,000
		2120	Landscape Architecture	15,000
			Architectural Computer Graphics	10,000
			Interior Design	10,000
	2300		ENGINEERING - SITE PREPARATION	
		2320	Environmental Studies by K-TEC	0
		2340	Geotechnical Testing	20,000
		2350	Surveys by SPI	
		2360	Platting by SPI	
		2370	Civil Engineering	
		2371	Civil Eng-Design	30,000
		2372	Civil Eng-Construction	5,000
	2500		ENGINEERING - BUILDING CONSTRUCTION	
		2510	Structural Engineering	47,000
		2520	MEP Engineering	75,000
		2540	Materials Testing	75,000
			Roof Inspection	15,000
3000			SITE PREPARATION	
	3100		Earthwork incl w/4100	0
	3300		Utility Construction incl w/4100	0
	3500		Paving Construction incl w/4100	0
4000			BUILDING CONSTRUCTION	
	4100		Building Shell* 250,750sf at \$36.49/sf	9,149,035
	4300		Building Interior incl w/4100	0
	4500		Grounds	
		4510	Landscaping	100,000
		4520	Lighting incl w/4100	0
		4530	Interior Graphics Allowance	15,000
		4540	Irrigation	50,000
	4700		Fees	
		4710	Building Permits incl w/4100	0
		4720	Bonds incl w/4100	0
		4730	NCC Submittal Fees	2,000
		4740	State Handicap Review	1,000
		4902	Legal Fees	15,000

5000		CARRYING COSTS		
	5100	Construction Loan Interest		0
	5300	Ad Valorem Taxes		0
	5500	POA Assessments		0
8000		PROJECT MANAGEMENT		
	8100	Development Fees	2.50%	244,151
	8900	Other		
	8901	Other		
	8999	Contingency		200,000
		PROJECT TOTAL	\$/BLDG SF = 40.71858	10,210,186

</TABLE>

* For recap of this amount see Exhibit D-1.

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EXHIBIT D-1
K-TEC ELECTRONICS
PRELIMINARY RECAP
4/13/95

<TABLE>

<S>	<C>	<C>
Base Bid (3/10/95)		\$9,073,416.00

V.E. Alternate No. 1: (Revised)

Revise paving reinforcing to be No. 3 rebar at 18 inches o.c.e.w. at 5 inches paving and No. 4 rebar at 24 inches o.c.e.w. at 7 inches paving in lieu of utilizing No. 4 rebar throughout.

	DEDUCT	\$ (24,186.00)
--	--------	----------------

V.E. Alternate No. 4:

Revise gas piping system for roof top units to utilize 1 inch pipe at (5) pound pressure to all units. System to utilize an individual regulator at each unit in lieu of the (2) large regulators specified.

	DEDUCT	\$ (3,691.00)
--	--------	---------------

V.E. Alternate No. 5:

Revise site and building sanitary sewer pipe system as follows:

Delete all sanitary sewer piping below the slab as shown on plan page P2.1. Relocate sanitary sewer manholes No. 1 and 2 (60) feet west. Eliminate 199 linear feet of 6 inches sanitary sewer pipe serving the office plumbing (C6.1). Enter the building with sanitary piping at two locations: once at column line A5 and again at column line A13 to collect all sanitary piping.

	DEDUCT	\$ (8,595.00)
--	--------	---------------

V.E. Alternate No. 6:

Revise the site domestic water service as follows:

Relocate the domestic water meter approximately 200 feet north, install the 4 inch domestic water line and meter in grass area.

</TABLE>

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<TABLE>

<S>

on north side of service road. Install approximately 350 linear feet of 4 inch piping west of meter, and 200 linear feet of 4 inch piping south to meet domestic water entry point to the building as shown on plans. Additionally, install 30 linear feet of 6 inch PVC sleeve under paving at approximately storm sewer manhole D-10 to allow for future Phase II water service extension.

<C>

<C>

DEDUCT \$ (4,397.00)

Revise roof drain underground storm to utilize 12 inch pipe for storm sewer collection in lieu of 18 inch pipe.

Substitute 12 inch PVC, SDR 35 storm sewer pipe for 12 inch RCP pipe for use in all areas in storm sewer piping system.

V.E. Alternate No. 13: (Revised)

Provide an alternate manufacturer for all floor drains, cleanouts, and roof drains. (Specified floor drain to remain in office area.)

DEDUCT \$ (2,301.00)

V.E. Alternate No. 14:

Provide an alternate manufacturer for the air valves.

DEDUCT \$ (2,183.00)

Provide 1 inch fiberglass duct board in all office areas that are concealed on supply and return air in lieu of specified sheet metal ducts. Sheet metal with a 1 inch liner will be utilized through the roof.

</TABLE>

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<TABLE>

<S> <C> <C>

V.E. Alternate No. 17:

Provide belt driven fans in lieu of direct drives as specified on exhaust fan numbers 12 through 20.

DEDUCT \$ (1,548.00)

V.E. Alternate No. 22:

Provide an alternate electrical fixture package in lieu of the specified manufacturer. Alternate package to be equal to performance as specified manufacturer. (Allows multiple manufacturer bids in lieu of sole source specified.)

DEDUCT \$ (18,823.00)

Alternate No. 4:

Provide 2 x 2 ceiling grid and tile for office areas in lieu of 2 x 4 tile shown. Tile manf. and pattern to remain as scheduled.

ADD \$ 2,500.00

Alternate No. 5:

Add Infrared sensors for toilets and urinals as specified in MEP section.

ADD \$ 21,991.00

Alternate No. 6:

Provide pre-action sprinkler in lieu of FM-200 system in computer rooms as specified.

DEDUCT \$ (7,200.00)

Alternate No. 7:

Provide a mechanically-fastened single-ply roofing system/Section 07532 instead of asphalt built-up roofing system specified in Section 07510 as Base Bid. (Includes 20 Year Material, and 15 Year Labor and Material, Warranty.)

DEDUCT \$ (18,000.00)

Alternate No. 14:

Use Best, Inc., removable core locks in lieu of system specified.

ADD \$ 2,992.00

</TABLE>

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<TABLE>

<S>

Alternate No. 18:

Provide VWC in lieu of polymix paint
at locations of W2A, W2B, W2C, W2D.

<C>

<C>

DEDUCT \$ (354.00)

Alternate No. 19:

Provide VWC in lieu of standard paint at
locations of W8.

ADD \$ 22,910.00

Alternate No. 20

Provide Payment and Performance Bond,
if required.

ADD \$ 78,200.00

Earthwork Change Proposal (CP#1)

Provide lime stabilization of building
pad subgrade at a rate of 50#/SY at 9
inches deep. Stabilized subgrade to
count towards 3 foot select fill
requirement

ADD \$ 38,304.00

TOTAL

=====

\$9,149,035.00

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</TABLE>

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EXHIBIT E

K*TEC MANUFACTURING FACILITY
QUALIFICATIONS TO PLANS AND SPECIFICATIONS

1. Contract form between E.E. Reed Construction Company ("EER") and Sugarland Properties, Inc. ("SPI") shall utilize terms and conditions similar to previous EER/SPI contracts (i.e. AIA Lump Sum).
2. Proposal excludes demolition and/or removal of underground obstructions.
3. Proposal excludes soil poisoning (termite treatment).
4. Proposal includes an allowance of \$150,000 for all landscape and irrigation work.
5. Proposal is based upon utilizing 22 gauge painted steel roof deck in lieu of galvanized roof deck.
6. Proposal excludes Dow-Seal TS CPE waterproofing membrane beneath ceramic tile floors.
7. Proposal excludes any fill in the Phase II building pad limits. This area will be brought to an elevation of 82 feet by the ditch contractor after which SPI/EER will swale to drain to within limits.
8. Proposal excludes temporary fire lane per response from deputy Fire Marshall that it was not needed.
9. Proposal acknowledges House Reh Burwell revised paving scheme at the two truck court areas in which approximately 35,000 SF of paving was deleted. Savings have been incorporated into the proposal amount but the change will be shown on revision #5.

10. Proposal excludes glass and aluminum entry doors at reception 102. A single plastic laminate-clad door with electric strike is provided at this area.
11. Proposal is based upon providing McGuire dock levelers (25,000 pound capacity) or equal.
12. Proposal is based upon utilizing standard weight steel hinges with brushed chrome finish; and utilizing plain bearing hinges at doors without closers.
13. Proposal excludes current specification for hot water heater. Specification to comply with specifications provided in November pricing.
14. Proposal excludes shock arresters on domestic water piping system.
15. Proposal excludes any tnenic paint for structural or miscellaneous steel.
16. Proposal is based upon providing one (1) shop coat of red oxide paint for all steel, joists, stairs, handrails, and all miscellaneous steel and metal.
17. Proposal excludes filling of erection bolt holes.
18. Proposal includes providing standard isoboard in lieu of composite polyisocyanurate insulation.
19. Site caulking to be based upon W.R. Meadows Hi Spec hot pour rubberized asphalt with joints prepared with sandblasting and cleaning prior to caulking. Quantity of joints will be revised/increased in revision #5.
20. Proposal excludes providing shop drawings for acoustical ceilings.
21. Proposal is based upon allowing for the billing for and payment of off-site stored materials provided that insurance certificates accompany such billings.
22. Proposal is based upon SPI and EER standard insurance policy and limits. Additional insurance, if obtainable, will be paid for by owner.
23. Proposal includes W-8 paint finish to be standard paint as stated on drawing A2.6 in lieu of that stated in the alternate listing.
24. Proposal excludes:
 - ad valorem taxes
 - Sugar Land Business Park property assessments
 - Furnishing, fixtures and equipment not contained in the contract documents or designated as furnished by others
 - moving expenses
 - fit-up of equipment or fixtures not contained in the contract documents or designated as furnished by others
 - financing or the cost of financing

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- security system or equipment
 - audio visual system or equipment
 - computer system or equipment not contained in the contract documents
 - telephone system or equipment not contained in the contract documents
 - changes to the documents required by the City of Sugar Land, State of Texas, American Disability Act, or SBCCI.
25. Proposal is based upon value engineering alternates and alternates listed in Exhibit "D-1".
 26. Proposal is based upon owner furnished and installed UPS and Leibert HVAC in the computer room.
 27. Proposal is based upon one 1000KW owner furnished emergency generator.
 28. Proposal includes an allowance of \$15,000 for interior graphics.
 29. Proposal excludes creating a berm along the ditch located on the Western property line.

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EXHIBIT F

LETTER OF CREDIT REQUIREMENTS

Draw Requirements

1. Written, sworn certifications of (i) two (2) officers of SPI on behalf of SPI as to items (a) through (h) below, and (ii) an officer of the Project Architect on behalf of the Project Architect as to item (b) below:

a. One or more members of the Project Team ("Contractor") have delivered an application for payment to SPI, in accordance with the

construction contract or other contract between such respective Contractors and SPI ("Contract"), in an amount equal to or greater than the amount SPI is requesting to draw under the letter of credit (the "Draw Amount"), and the draw under the letter of credit is being requested in connection with such application for payment.

b. The Draw Amount is properly due and owing by SPI to the Contractor pursuant to and in accordance with the Contract for work performed by the Contractor in respect of the construction project ("Project") described in the Development and Construction Management Agreement between SPI and Kent ("Agreement").

c. SPI is obligated to pay the Draw Amount to the Contractor.

d. The Draw Amount is properly due and owing by Kent to SPI pursuant to and in accordance with the Agreement, and Kent is obligated to pay such amount to SPI.

e. SPI delivered to Kent an application for payment of the Draw Amount in connection with the Contractor's application, and presented to Kent the documentation required in connection therewith by the Agreement, all in accordance with the Agreement, and such application was not paid on or before nine (9) days thereafter, or thereafter.

f. SPI sent notice of such default to Kent in accordance with the Agreement, and Kent failed to cure such default on or before ten (10) days after receiving such notice, or thereafter.

g. The Draw Amount remains unpaid by Kent, and SPI has made no other request for a draw under the letter of credit with respect to the Draw Amount.

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h. True, correct and complete copies of the Contractor's application for payment to SPI, and SPI's application for payment to Kent, are attached to the certificate.

The certification by SPI as to items (c) and (d) above may be followed, at SPI's option, by the following qualification: "The preceding certification by SPI is made to the best of SPI's knowledge and belief, based upon reasonably diligent investigation by SPI."

2. A sight draft in an amount not to exceed the Draw Amount, addressed to the issuer of the letter of credit.

Additional Provisions

1. Term of letter of credit to be one year from the date of the Agreement; all draw requests, sight drafts and other documentation must be presented to the issuer of the letter of credit prior to expiration of the letter of credit. If, however, the Project has not been finally completed and the Agreement has not been terminated one year from the date of the Agreement, the letter of credit, in the then current amount, shall be extended until thirty (30) days after the then estimated date of Final Completion pursuant to the then current Project Schedule. The failure to extend the letter of credit as provided above shall constitute and Event of Default under the Agreement and SPI shall have the same remedies as provided in Article V of the Agreement for Kent's failure to deliver the initial letter of credit.

2. Letter of credit to be surrendered upon final payment of all amounts due from Kent pursuant to the Agreement, or upon expiration of the letter of credit, whichever first occurs.

Exhibit F

TEXAS COMMERCE BANK
 NATIONAL ASSOCIATION
 DOCUMENTARY SERVICES DIVISION
 P. O. Box 2558, Houston, Texas 77252-8300
 717 Travis Street, Houston, Texas 77002-8300
 Telex: 166053 TCB

Issue Date: May 02, 1995
 L/C No. I-452737

ADVISING BANK

*****Direct*****

APPLICANT

Kent Electronics Corporation
 7433 Harwin Drive
 Houston, Texas 77036

BENEFICIARY

Sugarland Properties, Inc.
 4665 Sweetwater Blvd., Suite 100
 Sugar Land, Texas 77479

Amount: USD 2,500,000.00
 (Two Million Five Hundred Thousand
 and 00/100 United States Dollars)

Gentlemen:

We hereby establish our irrevocable Letter of Credit No. I-452737 in your favor at the request and for the account of Kent Electronics Corporation for an amount not exceeding \$2,500,000.00 (U.S. Dollars Two Million Five Hundred Thousand and 00/100).

This Letter of Credit is available by your draft drawn at sight on Texas Commerce Bank N.A. Houston, duly signed, endorsed, and marked: "Drawn under Texas Commerce Bank N.A. Houston Letter of Credit No. I-452737 dated May 2, 1995" accompanied by the following documents:

1. Written, sworn certifications of (i) two (2) officers of Sugarland Properties, Inc. ("SPI") on behalf of SPI as to items (A) through (H) below, and (ii) an officer of House REH Burwell Architects (the "Project Architect") on behalf of the Project Architect as to item (B) below.
 - A. One or more members of the project team ("Contractor") have delivered an application for payment to SPI, in accordance with the construction contract or other contract between such respective contractors and SPI ("Contract") in an amount equal to or greater than the amount SPI is requesting to draw under the Letter of Credit (the "Draw Amount"), and the draw under the Letter of Credit is being requested in connection with such application for payment. "Project

to it in the Development and Construction Management Agreement ("Agreement") between Kent Electronics Corporation ("Kent") and SPI.

- B. The Draw Amount is properly due and owing by SPI to the Contractor pursuant to and in accordance with the Contract for work performed by the Contractor in respect of the construction project ("Project") described in the Agreement.
- C. SPI is obligated to pay the Draw Amount to the Contractor.
- D. The Draw Amount is properly due and owing by Kent to SPI pursuant to and in accordance with the Agreement, and Kent of obligated to pay such amount to SPI.
- E. SPI delivered to Kent an application for payment of the Draw Amount in connection with the Contractor's application, and presented to Kent the documentation required in connection therewith by the Agreement, all in accordance with the Agreement, and such application was not paid on or before nine (9) days thereafter, or thereafter.
- F. SPI sent notice of such default to Kent in accordance with the Agreement, and Kent failed to cure such default on or before ten (10) days after receiving such notice, or thereafter.
- G. The Draw Amount remains unpaid by Kent, and SPI has made no other request for a draw under the Letter of Credit with respect to the Draw Amount.
- H. True, correct and complete copies of the Contractor's application for payment to SPI, and SPI's application for payment to Kent, are attached to the certificate.

The certification by SPI as to items (C) and (D) above may be followed, at SPI's option, by the following qualification:

"The preceding certification by SPI is made to the best of SPI's knowledge and belief, based upon reasonably diligent investigation by SPI."

Partial drawings are allowed.

This Letter of Credit expires at our counters on April 21, 1996.

The original of this Letter of Credit and subsequent amendments, if any, must accompany all drawings.

We hereby engage with you that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented at 717 Travis, 3rd floor TCB-S 300, Houston, Texas 77002.

Please contact us at (713) 216-5665 or (713) 216-4739 if you have any questions concerning this Letter of Credit.

/s/

Authorized Signature

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement") is entered into as of the 3rd day of April, 1995 between Kent Electronics Corporation, a Texas corporation (the "Corporation"), and James F. Corporron ("Consultant").

WHEREAS, the Corporation values the knowledge, management expertise and other skills of Consultant with regard to the present and future assets, customers and business of the Corporation (the "Business"); and

WHEREAS, the Corporation desires to employ Consultant for, and Consultant desires to provide to the Corporation, consulting and advisory services with respect to the Business under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Engagement. The Corporation agrees to employ Consultant, and Consultant agrees to act, as a general business consultant and advisor to the Corporation regarding the Business.

(A) Duties. The services to be performed by Consultant hereunder shall include (i) assisting the Corporation with strategic market planning with respect to the Business; (ii) advising the Corporation with respect to various customers of the Business as requested by the Corporation from time to time; (iii) assisting the Corporation generally in its business and customer development efforts with respect to the Business; (iv) advising the Corporation regarding its operations; and (v) such other services with respect to the Business as the chief executive officer and the Board of Directors of the Corporation shall designate from time to time. Consultant shall be indemnified by the Company with respect to all services provided by him pursuant to this Section 1 to the same extent applicable during Consultant's service as an officer of the Company. Consultant warrants that all services provided by Consultant hereunder will be performed in a good, workmanlike and professional manner. Consultant shall incur no liability to the Company for any acts or omissions by him in connection with this Section 1 to the extent Consultant acts in good faith in providing any services pursuant hereto. Consultant shall not be authorized to act or appear to act as an officer or other authorized representative of the Corporation, whether in performing the services hereunder or otherwise.

(B) Extent of Duties. The Corporation and Consultant

agree that during the first two (2) years of this Agreement, the Corporation shall have first call upon Consultant's services not to exceed twelve 8-hour days of service per calendar quarter unless Consultant otherwise expressly consents. The Corporation and Consultant agree that during the last six (6)

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years of this Agreement, the Corporation shall have first call upon Consultant's services not to exceed six 8-hour days of service per calendar quarter unless Consultant otherwise expressly consents. However, Consultant need not be available during (i) reasonable vacation periods each year, (ii) periods of illness or other incapacity of Executive or his spouse, or (iii) reasonable times allocated to his personal affairs.

(C) Additional Duties. In the event the chief executive officer of the Corporation shall be unable to perform his duties by reason of illness, disability or otherwise, Consultant may, if requested by the Board of Directors of the Corporation, serve as the temporary replacement for such period of time and on such terms as mutually determined by the Board of Directors and Consultant.

(D) Expenses. The Corporation shall reimburse Consultant for reasonable expenses which Consultant determines to be necessary in the performance of his duties hereunder. Such reimbursement shall be made as soon as administratively practicable following presentment by Consultant of itemized accounts of expenditures and approval thereof by the Corporation, which approval shall not be unreasonably withheld.

(E) Working Facilities. Consultant shall be provided with office space and appropriate support services at the Corporation's Houston offices as needed to fulfill his duties hereunder.

(F) Independent Contractor. After June 30, 1996, it is expressly understood and agreed that Consultant shall act as an independent contractor in the undertaking of his duties hereunder. It is expressly understood and agreed that, with respect to such duties after June 30, 1996, no employee-employer relationship shall exist between the Corporation and the Consultant with respect to Consultant's provision of consulting services hereunder. After June 30, 1996, the Company shall have no right or responsibility to withhold from Consultant's compensation any federal income tax withholding, FICA taxes, unemployment taxes, or other taxes or amounts required to be withheld from the compensation of employees under any state or federal law or regulation. At the end of each such calendar year after June 30, 1996, during the term of this Agreement, the Corporation shall provide IRS Forms 1099 (or its successor) to Consultant, as applicable, that show the amounts paid hereunder to Consultant during the calendar year that are required to be included in the taxable income of Consultant for such year.

2. Compensation. As compensation for services rendered hereunder, Consultant shall receive the sum of Two Hundred Thousand Dollars

(\$200,000) per year for the first two (2) years of this Agreement and One Hundred Thousand Dollars (\$100,000) per year for the next six (6) years of this Agreement. Until June 30, 1996, such compensation shall be paid in accordance with the Corporation's customary payroll procedures. After June 30, 1996, such compensation shall be paid in equal monthly installments on the last day of each month or in such other installments as may be mutually agreed by Consultant and the Corporation. In addition to such compensation, for the entire term of this Agreement, Consultant shall be entitled

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to receive at no cost to Consultant the same employee health and welfare plan benefits that will be received by Consultant under Paragraph 2 of that certain Executive Health Benefits and Consulting Agreement dated January 27, 1993 by and between the Corporation and Consultant (the "Benefits Agreement"). The term of the Benefits Agreement shall not commence until the termination of this Agreement.

Anything to the contrary notwithstanding, all payments required to be made by the Corporation hereunder to Consultant or his estate or personal representative shall be subject to the withholding of such amounts, if any, relating to tax and other payroll deductions as the Corporation may reasonably determine it should withhold pursuant to any applicable law or regulation.

3. Confidential Information; Security.

(A) Restrictions. The parties acknowledge that in connection with his services hereunder, Consultant will receive Confidential Information (defined hereafter). Consultant, using utmost care, shall hold in trust for the Corporation and shall not use or disclose to any other party or allow any other party to inspect, copy or use any Confidential Information which may be disclosed to Consultant by the Corporation in connection with this Agreement or Consultant's performance of services for the Corporation.

(B) Definition of Confidential Information. As used herein, "Confidential Information" shall mean any information in any form, including, without limitation, printed or verbal communications and information stored in printed or electromagnetic format, which relates to computer or data processing programs, electronic data processing applications, information which incorporates or is based upon proprietary information of the Corporation, or information concerning the business or financial affairs, product pricing, marketing, customers, and any other confidential, financial and business information and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of the Corporation, all Affiliates (defined hereafter), their vendors, or their customers; provided, however, that Confidential Information shall not include

such information which is in the public domain at the time of its disclosure to Consultant, which Consultant rightfully received from a third party without restrictions, or which the Corporation has agreed to permit Consultant to disclose to third parties. As used herein, "Affiliates" shall mean any person or entity who, directly or indirectly, controls, is controlled by or is under common control with the Corporation or a purchaser of substantially all the assets of the Corporation.

(C) Security Procedures. At all times during the performance of this Agreement, Consultant shall abide by all applicable Corporation security standards, guidelines and procedures.

(D) Return of Corporation Property. Upon the termination of this Agreement, Consultant shall provide or return to the Corporation any and all keys, identification cards,

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equipment, manuals, reports, tapes, disks, negatives, data or other documentation provided by the Corporation or any Affiliates to Consultant or created by Consultant in connection with the services provided hereunder.

(E) Survival. The obligations imposed by this Section 3 shall survive the expiration or termination of this Agreement for any reason.

4. Corporation's Proprietary Rights. All services performed and work created hereunder, including, without limitation, all writings, information, data, formulas, models, drawings, photographs, and design concepts, and all other documentation developed for or relating to the Corporation, and all data and other information of any kind, including information incorporating, based upon, or derived from the foregoing, and reports and notes prepared by Consultant hereunder (whether or not completed), either solely or jointly with others, together with all modifications, revisions, changes, copies, partial copies, translations, compilations, partial copies with modifications and derivative works shall all constitute "Corporation Property" and are, shall be and shall remain the sole and exclusive property of the Corporation and may not be used by Consultant for any other purpose except for the benefit of the Corporation. Consultant shall not sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Corporation Property or copies thereof. Upon the termination of this Agreement, Consultant shall immediately turn over to the Corporation all such materials and Corporation Property developed pursuant hereto and no copies thereof shall be retained by Consultant without the prior written consent of the Corporation.

5. Covenant Not to Compete. Consultant and the Corporation

hereby agree that during the term of this Agreement and for a period of one year after the termination of this Agreement, Consultant will not engage, directly or indirectly, whether as an employee, officer, director, partner or shareholder, in any business similar to or competitive with the Business. Consultant shall not be restricted from making passive investments in stocks or securities of companies filing periodic reports under Section 13 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), which investments are not required to be reported on a Schedule 13D under the Exchange Act.

6. Right of Injunction. In the event of a breach or threatened breach of the provisions of Sections 3, 4, or 5 hereunder, damages to be suffered by the Corporation will not be fully compensable in money damages alone, and accordingly, the Corporation shall, in addition to other available legal or equitable remedies, be entitled to an order enjoining Consultant from such breach pending litigation, as well as a final determination thereof, without the requirement to post bond.

7. Term and Termination.

(A) Term. The term of this Agreement shall be eight (8) years from the date hereof. Notwithstanding the foregoing, this Agreement shall terminate (i) immediately upon the

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death of Consultant; (ii) immediately upon the onset of Disability (defined hereafter) of Consultant; or (iii) at any time pursuant to Subsections B or C of this Section 7. As used herein, "Disability" shall mean inability of Consultant to perform his normal business activities by reason of a mental or physical illness or injury for a period of 180 consecutive days.

(B) Consultant's Termination Rights. Consultant, at his sole election, may terminate this Agreement and shall have no further obligations to the Corporation under this Agreement (except for Sections 3, 4 and 5 herein); provided, however, at such time, the Corporation shall have no further obligations to compensate Consultant except as set forth herein.

(C) Corporation's Termination Rights. The Corporation, at its sole election, may terminate this Agreement and shall have no further obligations to Consultant hereunder if Consultant (i) shall fail to perform his obligations hereunder to the reasonable satisfaction of the Board of Directors of the Corporation, or (ii) shall fail to observe or perform any material covenant or agreement contained in this Agreement, for ten (10) days after written notice of such failure has been given by the Corporation to Consultant.

(D) Payment. Notwithstanding anything to the contrary contained in this Agreement, if this Agreement is terminated by either party for any reason (including without limitation the death or Disability of Consultant, but excluding a voluntary termination of this Agreement by Consultant when there has not been any breach hereof by the Corporation) at any time during the first three (3) years of this Agreement, the Corporation shall continue to compensate Consultant or his estate or personal representative, as the case may be, as provided herein until the third anniversary date of this Agreement.

8. Notices. Except as otherwise expressly provided herein, any notice, request, consent, demand or other communication required or permitted to be given by this Agreement shall be in writing and shall be personally served or sent by telecopy (with a copy by prepaid registered or certified air mail sent on that same day), commercial courier service or prepaid registered or certified air mail. Any written notice delivered by telecopy shall be deemed to have been given on the day telecopied to the other party. Any written notice given by commercial courier service or registered or certified mail shall be deemed communicated as of actual receipt. For purposes of this Agreement, the addresses of the parties, until notice of a change thereof, shall be as set forth below.

If to the Corporation:

Kent Electronics Corporation
7433 Harwin Drive
Houston, Texas 77036
Attn: Corporate Secretary

5

6

If to the Consultant:

Mr. James F. Corporron
2023 Greengrass
Houston, TX 77008

9. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to Texas' principles of conflicts of laws, and of the United States of America.

10. Jurisdiction and Venue. Suit to enforce any provision of this Agreement or to obtain any remedy with respect hereto shall be brought in the United States District Court for the Southern District of Texas, Houston Division, or any court of the State of Texas located in Harris County. Each party hereby irrevocably submits in any suit, action or proceeding arising out

of or relating to this Agreement or any of the transactions contemplated hereby to the jurisdiction and venue of the United States District Court for the Southern District of Texas, Houston Division, and the jurisdiction and venue of any court of the State of Texas located in Harris County and waives any and all objections to jurisdiction and review or venue that it may have under the laws of Texas or the United States of America.

11. Attorneys' Fees. The prevailing party in any legal proceedings brought by the other party to enforce any provision of this Agreement shall be entitled to recover against the non-prevailing party the reasonable attorneys' fees, court costs and other expenses incurred by the prevailing party.

12. Severability. If any term, provision or part of this Agreement is to any extent held invalid, void or unenforceable by an arbitrator appointed hereunder or by a court of competent jurisdiction, the remainder of this Agreement shall not be impaired or affected thereby, and each term, provision and part shall continue in full force and effect, and shall be valid and enforceable to the fullest extent permitted by law.

13. Assignment. Neither party may assign any of its rights or duties under this Agreement without the prior written consent of the other party, and any assignment made in contravention of this Section 13 shall be null and void for all purposes; provided, however, that the Corporation may assign this Agreement to any Affiliate without the consent of Consultant, but any such assignment shall not relieve the Corporation of its obligations hereunder.

14. Waiver. The forbearance or failure of one of the parties hereto to insist upon strict compliance by the other with any provisions of this Agreement, whether continuing or not, shall not be construed as a waiver of any rights or privileges hereunder. No waiver of any right or privilege of a party arising from any default or failure hereunder shall affect such party's rights or privileges in the event of a further default or failure of performance.

15. Binding Effect. Except as provided herein, this Agreement shall be binding on and inure to the benefit of their respective successors and permitted assigns.

16. Entire Agreement. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT AND UNDERSTANDING OF THE PARTIES HERETO IN RESPECT OF THE SUBJECT MATTER CONTAINED HEREIN AND SUPERSEDES ALL PRIOR AGREEMENTS, CONSENTS AND UNDERSTANDINGS RELATING TO SUCH SUBJECT MATTER. THE PARTIES AGREE THAT THERE

IS NO ORAL OR OTHER AGREEMENT BETWEEN THE PARTIES WHICH HAS NOT BEEN INCORPORATED INTO THIS AGREEMENT. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto. This Agreement shall have no effect on the Benefits Agreement, other than to defer the commencement of the term of the Benefits Agreement until the termination of this Agreement.

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

KENT ELECTRONICS CORPORATION

By: /s/ Morrie K. Abramson

Name: Morrie K. Abramson

Title: Chief Executive Officer

/s/ James F. Corparron

James F. Corparron

KENT ELECTRONICS CORPORATION AND SUBSIDIARIES
COMPUTATION OF EARNINGS PER SHARE

<TABLE>
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	Fiscal Year Ended					
	April 1, 1995		April 2, 1994		April 3, 1993	
	Primary	Fully Diluted	Primary	Fully Diluted	Primary	Fully Diluted
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Net earnings.....	\$13,386,122	\$13,386,122	\$9,535,074	\$9,535,074	\$7,723,203	\$7,723,203
Weighted average number of common shares outstanding.....	9,746,000	9,746,000	9,651,000	9,651,000	9,508,200	9,508,200
Excess of shares issuable upon exercise of stock options over shares deemed retired utilizing the treasury stock method.....	391,500	446,700	230,000	286,200	167,100	196,500
	10,137,500	10,192,700	9,881,000	9,937,200	9,675,300	9,704,700
Earnings per share.....	\$ 1.32	\$ 1.31	\$.96	\$.96	\$.80	\$.80

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SUBSIDIARIES OF KENT ELECTRONICS CORPORATION

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Subsidiary -----	State of Incorporation -----
<S>	<C>
K * TEC Electronics Corporation	Delaware
Kent Datacomm Corporation	Texas
Kent Electronics Corporation-West	Texas

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CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

We have issued our reports dated May 8, 1995, accompanying the consolidated financial statements and schedule included in the Annual Report of Kent Electronics Corporation and Subsidiaries on Form 10-K for the year ended April 1, 1995. We hereby consent to the incorporation by reference of said reports in the Registration Statements of Kent Electronics Corporation on Form S-3, File No. 33-59108 and 33-48434, and Forms S-8, File Nos. 33-12028, 33-17821, 33-18527 and 33-66030.

/s/ GRANT THORNTON LLP

GRANT THORNTON LLP

Houston, Texas
May 8, 1995

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