

**MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED**  
**BANK OF AMERICA, N.A.**  
**One Bryant Park**  
**New York, New York 10036**

September 14, 2016

Avnet, Inc.  
211 South 47<sup>th</sup> Street  
Phoenix, Arizona 85034

Attention: Kevin Moriarty, Senior Vice President and Chief Financial Officer

**Project Casablanca**  
**Amended and Restated Term Loan Fee Letter**

Ladies and Gentlemen:

This amended and restated letter (this “*Fee Letter*”) is delivered to you in connection with the Engagement Letter dated as of August 15, 2016 (the “*Engagement Letter*”), between you and us. Terms that are defined in the Engagement Letter have the meanings given therein, unless otherwise defined herein. This Fee Letter amends, restates and supersedes in its entirety that certain Term Loan Fee Letter, dated as of August 15, 2016 (the “*Original Fee Letter*”) between you and us, and the Original Fee Letter shall be of no further force or effect. In connection with, and in consideration of the agreements contained in the Engagement Letter, you agree with us as follows:

1. **Fees.**

A. **Term Loan Facility.**

(i) **Arrangement Fee.** You will pay to Merrill Lynch, for its own account, an arrangement fee in an amount equal to 0.10% of the amount of the aggregate commitments in respect of the Term Loan Facility provided to the Borrowers on the date of effectiveness of the definitive documentation in respect of the Term Loan Facility (the “*Effective Date*”), earned on the Effective Date and due and payable in accordance with the credit agreement for the Term Loan Facility.

(ii) **Upfront Fee.** You will pay to the Administrative Agent, for the ratable account of the Lenders, an upfront fee in an amount equal to 0.125% on the aggregate amount of commitments in respect of the Term Loan Facility provided to the Borrowers on the Effective Date, earned on the Effective Date and due and payable in accordance with the credit agreement for the Term Loan Facility.

(iii) **Administrative Agency Fee.** You will pay to Bank of America, for its own account, as administrative agent for the lenders under the Term Loan Facility, an administrative agent fee of \$35,000 per annum, earned, due and payable on the Closing Date and each anniversary thereof.

- B. **Fees Generally.** Except with respect to the fee set forth in Section 1.A.iii above (which shall be payable in U.S. dollars), all fees shall be payable in euro (€) in immediately available funds to each party owed such fees for its own account or as directed by it, free and clear of and without deduction for any and all present or future applicable taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto (with appropriate gross-up for withholding taxes). At the sole discretion of Merrill Lynch (such discretion to be exercised in consultation with you), all or any portion of any fees may be paid to any other Lender or Lenders. All of the fees described above in this Fee Letter shall be fully earned and become due and payable in accordance with the terms hereof, shall be nonrefundable for any reason whatsoever and shall be in addition to any other fees, costs and expenses payable pursuant to the Term Loan Facility. Each fee recipient reserves the right to allocate, in whole or in part, to its affiliates certain fees payable to it hereunder in such manner as it and such affiliates shall agree in their sole discretion.

Your obligation to pay the foregoing fees will not be subject to counterclaim or setoff for, or be otherwise affected by, any claim or dispute you may have.

2. **Miscellaneous.** The provisions of the Engagement Letter relating to the Fee Letter are incorporated herewith as if a part hereof. The provisions of this Fee Letter shall survive the expiration or termination of the Engagement Letter (including any extensions thereof).

[The remainder of this page intentionally left blank.]

If the foregoing is in accordance with your understanding, please sign and return this Fee Letter to us.

Very truly yours,

**MERRILL LYNCH, PIERCE, FENNER &  
SMITH INCORPORATED**

By: \_\_\_\_\_

Name: Jeffery P. Standish

Title: Director

**BANK OF AMERICA, N.A.**

By: \_\_\_\_\_

Name:

Title:

If the foregoing is in accordance with your understanding, please sign and return this Fee Letter to us.

Very truly yours,

**MERRILL LYNCH, PIERCE, FENNER &  
SMITH INCORPORATED**

By: \_\_\_\_\_

Name:

Title:

**BANK OF AMERICA, N.A.**

By: \_\_\_\_\_


Name: Mukesh Singh

Title: Vice President

The provisions of this Fee Letter applicable to the Term Loan Facility are accepted and agreed to as of the date first above written:

**AVNET, INC.**

By: \_\_\_\_\_

Name: Kevin Moriarty   
Title: Sr. Vice President and  
Chief Financial Officer