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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549

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FORM 8-K

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

Date of Report (Date of earliest event reported): **June 29, 2007**

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**CDW CORPORATION**  
(Exact Name of Registrant as Specified in Its Charter)

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**Illinois**  
(State or Other Jurisdiction  
of Incorporation)

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**0-21796**  
(Commission File Number)

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**36-3310735**  
(I.R.S. Employer  
Identification Number)

**200 N. Milwaukee Ave., Vernon Hills, Illinois 60061**  
(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code: **(847) 465-6000**

**Not Applicable**  
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - ☒ Soliciting material pursuant to Rule 14a – 12 under the Exchange Act (17 CFR 240.14a – 12)
  - ☐ Pre-commencement communications pursuant to Rule 14d – 2(b) under the Exchange Act (17 CFR 240.14d(b))
  - ☐ Pre-commencement communications pursuant to Rule 13e – 4(c) under the Exchange Act (17 CFR 240.13e – 4(c))
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**Item 1.01. Entry into a Material Definitive Agreement.**

As previously announced, on May 29, 2007, CDW Corporation (“CDW”) entered into a definitive Agreement and Plan of Merger (the “Merger Agreement”) with VH Holdings, Inc. (“Parent”) and VH MergerSub, Inc., a wholly owned subsidiary of Parent (“Sub”). Parent was formed by Madison Dearborn Partners, LLC (“Madison Dearborn”). Also on May 29, 2007, funds affiliated with Madison Dearborn (the “MDCP Parties”) delivered to CDW a limited guaranty of Parent’s obligation to pay certain amounts under the Merger Agreement (including the \$146.0 million termination fee that Parent may be required to pay CDW under certain circumstances), up to a maximum amount equal to their pro rata share of \$292.0 million.

Certain affiliates of Providence Equity Partners Inc. (the “Providence Parties”) have agreed to join with the MDCP Parties to provide the majority of the equity financing necessary to consummate the merger contemplated by the Merger Agreement (the “Merger”). Accordingly, on July 1, 2007, the Providence Parties executed and delivered an equity commitment letter to Parent, pursuant to which they committed to provide \$1.035 billion in equity financing, and a limited guaranty in favor of CDW in respect of Parent’s obligations under the Merger Agreement, with a maximum liability of \$137,181,600.

As a result of the foregoing, on July 1, 2007, the MDCP Parties delivered an amended and restated equity commitment letter which reduced their commitment from \$1.203 billion to \$1.168 billion in equity financing, and an amended and restated limited guaranty, which reduced their maximum liability thereunder from \$292.0 million to \$154,818,400. J.P. Morgan Ventures Corporation and LB I Group, Inc., who had also committed to provide equity financing by delivering equity commitment letters on May 29, 2007, each delivered amended and restated equity commitment letters dated as of July 1, 2007 which reduced their respective equity commitments from \$575 million to \$66.7 million.

Additionally, affiliates of Deutsche Bank Securities, Inc. agreed to provide a portion of the equity financing and debt financing necessary to consummate the Merger. DB Investment Partners, Inc. delivered an equity commitment letter to Parent dated as of July 1, 2007 in respect of its equity commitment in the amount of \$66.7 million, and an amended and restated debt commitment letter was entered into on June 27, 2007 to reflect Deutsche Bank Securities, Inc. and certain of its affiliates joining as lenders thereunder.

On July 1, 2007, Parent, Sub and CDW entered into a letter agreement pursuant to which CDW has consented to (i) the amendments to the equity commitment letters from the MDCP Parties, J.P. Morgan Ventures Corporation and LB I Group, Inc. and the additions of the equity commitment letters from the Providence Parties and DB Investment Partners, Inc., (ii) the amendment of the debt commitment letter primarily to add Deutsche Bank Securities, Inc. and certain of its affiliates as lenders thereunder, and (iii) the amendment of the limited guaranty from the MDCP Parties and the delivery of the limited guaranty from the Providence Parties.

The foregoing summary of the letter agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the letter agreement, which is attached as Exhibit 2.1 hereto and incorporated herein by reference. The foregoing summaries of the amended and restated limited guaranty from the MDCP Parties and the limited guaranty from the Providence Parties do not purport to be complete and are subject to, and qualified in their entirety by, the full text of such limited guaranties, which are attached as Exhibit 99.1 and Exhibit 99.2 hereto and incorporated herein by reference.

**Item 7.01 Regulation FD Disclosure.**

CDW hereby furnishes certain information regarding its business which information was prepared in connection with the financing activities related to the Merger.

**“Safe Harbor” Statement under Private Securities Litigation Reform Act of 1995**

This current report on Form 8-K (this “Current Report”) contains “forward-looking statements” within the meaning of the federal securities laws, which involve risks and uncertainties. Forward-looking statements include all statements that do not relate solely to historical or current facts, and you can identify forward-looking statements because they contain words such as “believes”, “expects”, “may”, “will”, “should”, “seeks”, “approximately”, “intends”, “plans”, “estimates”, “projects” or “anticipates” or similar expressions that concern our strategy, plans or intentions. Any statements made relating to the Merger or to our estimated and projected earnings, margins, cost savings, expenditures, cash flows, growth rates, strategies and financial results are forward-looking statements. These forward-looking statements are subject to risks and uncertainties that may change at any time, and, therefore, our actual results may differ materially from those that we expected. We derive many of our forward-looking statements from our operating budgets and forecasts, which are based upon many detailed assumptions. While we believe that our assumptions are reasonable, we caution that it is very difficult to predict the impact of known factors, and, of course, it is impossible for us to anticipate all factors that could affect our actual results.

Some of the important factors that could cause actual results to differ materially from our expectations are more fully disclosed in our most recent Annual Report on Form 10-K, including, without limitation, in conjunction with the forward-looking statements included in this Current Report. All subsequent written and oral forward-looking statements attributable to us, or persons acting on our behalf, are expressly qualified in their entirety by the cautionary statements. We assume no obligation to publicly update or revise any forward-looking statement as a result of new information or future events, except as otherwise required by law.

Factors that could cause actual results to differ materially from those expressed or implied in a forward-looking statement may include the following (among others): failure to obtain shareholder approval of the Merger Agreement or the failure to satisfy other closing conditions, including regulatory approvals, with respect to the proposed Merger; failure of Parent to obtain the necessary financing arrangements to pay the aggregate merger consideration; the occurrence of any event, change or other circumstance that could give rise to the termination of the Merger Agreement; the failure of the proposed Merger to close for any other reason; the amount of the costs, fees, expenses and charges relating to the Merger and the actual terms of financings that will need to be obtained for the Merger; the impact of substantial indebtedness that will need to be incurred to finance the consummation of the Merger; our ability to generate the significant amount of cash needed to service our debt obligations; increases in interest rates; the risk that the benefits from the Merger may not be fully realized or may take longer to realize than expected; changes in general economic conditions in the United States; the costs and effects of legal or administrative proceedings; risks inherent in acquisitions; and other factors described from time to time in documents filed by CDW with the Securities and Exchange Commission.

As provided in General Instruction B.2 of Form 8-K, the information contained in this Item 7.01 of this Current Report shall not be deemed to be “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, nor shall it be deemed to be incorporated by reference in any filing under the Securities Act of 1933, as amended, except as shall be expressly set forth by specific reference in such a filing. By furnishing this information, we make no admission as to the materiality of any information in this Item 7.01 of this Current Report that is required to be disclosed solely by reason of Regulation FD.

### **Non-GAAP Financial Measures**

The information contained below includes presentations of EBITDA, Adjusted EBITDA, and Adjusted EBITDA After Pro Forma Item, which are supplemental measures of our performance that are not required by, or presented in accordance with U.S. generally accepted accounting principles (“GAAP”). They are not measurements of our financial performance under GAAP and should not be considered as alternatives to net income or any other performance measures derived in accordance with GAAP or as alternatives to net cash provided by operating activities as measures of our liquidity. EBITDA means net income before provision for income taxes; other expense, net; interest income; and depreciation and amortization expense. “Adjusted EBITDA” is calculated by excluding from EBITDA a litigation settlement associated with the Microwavehouse transaction and non-cash option and restricted stock expense. “Adjusted EBITDA After Pro Forma Item” includes the EBITDA for Berbee Information Networks Corporation (“Berbee”) prior to its acquisition on October 11, 2006 as if CDW owned Berbee.

We believe that EBITDA is frequently used by securities analysts, investors and other interested parties in their supplemental evaluation of companies, many of which present an EBITDA measure when reporting their results. We present Adjusted EBITDA as a supplemental measure to assess our performance because it excludes a certain one-time charge and non-cash option and restricted stock expense. We present Adjusted EBITDA After Pro Forma Items as a supplemental measure to assess our performance because it reflects the estimated annualized impact of the acquisition of Berbee which was completed in the twelve months ended March 31, 2007 (the “LTM period”).

EBITDA, Adjusted EBITDA and Adjusted EBITDA After Pro Forma Item are not necessarily comparable to other similarly titled financial measures of other companies due to the potential inconsistencies in the method of calculation. EBITDA, Adjusted EBITDA and Adjusted EBITDA After Pro Forma Item have limitations as analytical tools, and should not be considered in isolation or as substitutes for analyzing our results as reported under GAAP. Some of these limitations are:

- EBITDA, Adjusted EBITDA and Adjusted EBITDA After Pro Forma Item do not reflect changes in, or cash requirements for, our working capital needs;
- EBITDA, Adjusted EBITDA and Adjusted EBITDA After Pro Forma Item do not reflect our tax expense or the cash requirements to pay our taxes;
- EBITDA, Adjusted EBITDA and Adjusted EBITDA After Pro Forma Item do not reflect historical cash expenditures or future requirements for capital expenditures;
- although depreciation and amortization are non-cash charges, the assets being depreciated and amortized will often have to be replaced in the future, and EBITDA, Adjusted EBITDA, and Adjusted EBITDA After Pro Forma Item do not reflect any cash requirements for such replacements; and
- other companies in our industry may calculate EBITDA, Adjusted EBITDA and Adjusted EBITDA After Pro Forma Item differently, limiting their usefulness as comparative measures.

The information contained below includes pro forma information for full year 2006 and the LTM period as if CDW owned Berbee prior to its acquisition in October 2006. This information includes sales, gross profit, operating income, Adjusted EBITDA, and

information about capital expenditures. This information is presented to provide additional comparative data for CDW including the impact of this acquisition for these periods, and should not be considered to be an indication of future performance.

**EBITDA reconciliation**

<b>Adjusted EBITDA reconciliation (\$mm)</b>					
	<u>FY05</u>	<u>FY06</u>	<u>3-M 06</u>	<u>3-M 07</u>	<u>LTM Mar-07</u>
Net income	\$272.1	\$266.1	\$ 61.7	\$ 76.8	\$ 281.2
Depreciation and amortization	21.5	28.1	6.6	10.0	31.6
Interest income	(15.2)	(19.8)	(5.2)	(4.4)	(19.0)
Income tax expense	160.9	148.3	36.8	45.1	156.6
Other expense	1.8	1.8	1.0	0.4	1.3
<b>EBITDA</b>	<b>\$441.1</b>	<b>\$424.5</b>	<b>\$100.8</b>	<b>\$128.0</b>	<b>\$ 451.7</b>
<b>Adjustments<sup>1</sup></b>					
Micro Warehouse settlement	—	25.0	—	—	25.0
Non-cash equity compensation	—	15.8	4.2	1.7	13.2
Accelerated vesting of options	3.9	—	—	—	—
<b>Subtotal</b>	<b>\$ 3.9</b>	<b>\$ 40.8</b>	<b>\$ 4.2</b>	<b>\$ 1.7</b>	<b>\$ 38.2</b>
<b>Adjusted EBITDA</b>	<b>\$445.0</b>	<b>\$465.3</b>	<b>\$105.0</b>	<b>\$129.7</b>	<b>\$ 489.9</b>
Berbee EBITDA prior to acquisition	16.0	21.3	6.7	—	14.5
<b>Adjusted EBITDA after pro forma item</b>	<b>\$461.0</b>	<b>\$486.6</b>	<b>\$111.8</b>	<b>\$129.7</b>	<b>\$ 504.5</b>

<sup>1</sup> For additional information regarding these adjustments, please refer to CDW's Annual Report on Form 10-K for the years 2005 and 2006 and CDW's Quarterly Report on Form 10-Q for the quarter ended March 31, 2007.

Financial snapshot (\$ millions)

<b>FY—December 31</b>	<b>2004A</b>	<b>2005A</b>	<b>2006A</b>	<b>2006 PF</b>	<b>LTM 03/31/07</b>	<b>LTM PF</b>
Net sales	\$ 5,738	\$ 6,292	\$ 6,785	\$ 7,118	\$ 7,056	\$ 7,298
<i>% growth</i>	23.0%	9.7%	7.8%	13.1%	NA	NA
Gross profit	\$ 870	\$ 968	\$ 1,070	\$ 1,141	\$ 1,117	\$ 1,166
<i>% margin</i>	15.2%	15.4%	15.8%	16.0%	15.8%	16.0%
Operating Income	\$ 393	\$ 420	\$ 421 <sup>2</sup>	\$ 436 <sup>2</sup>	\$ 445 <sup>2</sup>	\$ 455 <sup>2</sup>
<i>% margin</i>	6.9%	6.7%	6.2%	6.1%	6.3%	6.2%
Adj. EBITDA	\$ 414 <sup>1</sup>	\$ 445	\$ 465	\$ 487	\$ 490	\$ 504
<i>% margin</i>	7.2%	7.1%	6.9%	6.8%	6.9%	6.9%

<sup>1</sup>Excludes \$3.9 million of transaction and integration costs associated with the MicroWarehouse transaction.

<sup>2</sup>Excludes \$25.0 million MicroWarehouse settlement.

#### **Item 8.01. Other Events.**

On July 2, 2007, CDW filed a preliminary proxy statement with the Securities and Exchange Commission (the “SEC”) containing information about the Merger Agreement and a special meeting of shareholders at which they will be asked to consider a proposal to approve the Merger Agreement. Following the completion of the SEC’s review of the preliminary proxy statement, CDW will mail a definitive proxy statement and proxy card to CDW’s shareholders of record. The date of the special meeting of shareholders to be held to consider and vote upon the Merger Agreement and the record date for the meeting will be specified in the definitive proxy statement.

Additionally, pursuant to the Merger Agreement, CDW’s right to initiate, solicit, facilitate and encourage “takeover proposals” (as defined in the Merger Agreement) expired at 12:01 a.m. (Eastern Time) on June 29, 2007. As of such date, CDW had not received any takeover proposals and accordingly, there are no “excluded parties” under the Merger Agreement.

#### **Where You Can Find Additional Information**

In connection with the Merger, CDW filed a preliminary proxy statement with the SEC on July 2, 2007. CDW will also file with the SEC, and furnish to its shareholders, a definitive proxy statement soliciting proxies for the meeting of its shareholders to be called with respect to the Merger. CDW SHAREHOLDERS ARE ADVISED TO READ THE PROXY STATEMENT WHEN IT IS FINALIZED AND DISTRIBUTED TO THEM BECAUSE IT WILL CONTAIN IMPORTANT INFORMATION. CDW shareholders and other interested parties will be able to obtain, without charge, a copy of the proxy statement (when available) and other relevant documents filed with the SEC from the SEC’s website at <http://www.sec.gov>. CDW shareholders and other interested parties will also be able to obtain, without charge, a copy of the proxy statement (when available) and other relevant documents by directing a request by mail or telephone to CDW Corporation, 200 N. Milwaukee Ave., Vernon Hills, Illinois 60061, Attention: Corporate Secretary, telephone: (847) 465-6000, or from CDW’s website, <http://www.cdw.com>.

CDW and certain of its directors, executive officers and other members of management and employees may, under SEC rules, be deemed to be “participants” in the solicitation of proxies from shareholders of CDW with respect to the proposed transaction. Information regarding the persons who may be considered “participants” in the solicitation of proxies is set forth in the preliminary proxy statement described above.

#### **Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
2.1	Letter Agreement, dated July 1, 2007, from VH Holdings, Inc. and VH MergerSub, Inc. to CDW Corporation.
99.1	Amended and Restated Limited Guaranty, dated as of July 1, 2007, by Madison Dearborn Capital Partners V-A, L.P., Madison Dearborn Capital Partners V-C, L.P. and Madison Dearborn Capital Partners V Executive A, L.P. in favor of CDW Corporation.
99.2	Limited Guaranty, dated as of July 1, 2007, by Providence Equity Partners VI L.P. and Providence Equity Partners VI A, L.P. in favor of CDW Corporation.

## **SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: July 2, 2007

CDW CORPORATION

By: /s/ Christine A. Leahy

Christine A. Leahy

Senior Vice President, General Counsel and Corporate  
Secretary



## EXHIBIT INDEX

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99.2	Limited Guaranty, dated as of July 1, 2007, by Providence Equity Partners VI L.P. and Providence Equity Partners VI A, L.P. in favor of CDW Corporation.

VH HOLDINGS, INC.  
VH MERGERSUB, INC.  
C/O MADISON DEARBORN PARTNERS, LLC  
THREE FIRST NATIONAL PLAZA, SUITE 3800  
70 WEST MADISON STREET  
CHICAGO, IL 60602

July 1, 2007

**VIA FACSIMILE AND U.S. MAIL**

CDW Corporation  
200 N. Milwaukee Avenue  
Vernon Hills, IL 60061  
Attention: John A. Edwardson  
Facsimile: (847) 968-0336

Ladies and Gentlemen:

Reference is made to that certain Agreement and Plan of Merger (the "Merger Agreement"), dated as of May 29, 2007, by and among VH Holdings, Inc., a Delaware corporation ("Parent"), VH MergerSub, Inc., an Illinois corporation and a wholly owned subsidiary of Parent ("Sub"), and CDW Corporation, Inc., an Illinois corporation (the "Company"). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Merger Agreement.

In connection with the Merger Agreement, (1) Parent delivered to the Company the Equity Funding Letters and the Commitment Letter and (2) the MDCP Parties executed and delivered their Limited Guaranty in favor of the Company in the form attached as Exhibit A to the Merger Agreement (the "Original Limited Guaranty").

As we have discussed, Providence Equity Partners VI L.P. and Providence Equity Partners VI-A L.P. (together, the "Providence Investors") have agreed to join with the MDCP Parties to provide the majority of the equity financing necessary to consummate the transactions contemplated by the Merger Agreement. Specifically, concurrently with the execution of this letter agreement, the Providence Investors are delivering an equity commitment letter to Parent whereby the Providence Investors commit to purchase \$1.035 billion of the equity securities of Parent on the terms and conditions set forth therein. The Providence Investors are also delivering a limited guaranty in favor of the Company in respect of Parent's obligations under the Merger Agreement. Also, DB Investment Partners, Inc. has committed to provide a portion of the equity financing and Deutsche Bank Securities, Inc. has committed to provide a portion of the debt financing necessary to consummate the transactions contemplated by the Merger Agreement.

As a result of the equity investment from the Providence Investors, the amount of equity financing required from the MDCP Parties, J.P. Morgan Ventures Corporation and LB I Group, Inc. under their respective Equity Funding Letters has been substantially reduced. Similarly, because of the delivery of the limited guaranty from the Providence Investors to the Company,

the Original Limited Guaranty from the MDCP Parties should be amended and restated to, among other things, reduce the Maximum Amount (as defined under the Original Limited Guaranty) thereunder.

As a result of the foregoing, Parent, Sub and the Company agree as follows:

1. The Equity Funding Letters from the MDCP Parties, J.P. Morgan Ventures Corporation and LB I Group, Inc. shall be replaced with the Amended and Restated Equity Commitment Letters from such entities to Parent, attached as Exhibits A-1, A-2 and A-3 hereto. In addition, the Providence Investors and DB Investment Partners, Inc. are each delivering an equity commitment letter to Parent on the date hereof, executed copies of which are attached as Exhibits A-4 and A-5 hereto. By signing below, the Company hereby (A) consents to the substitutions and additions set forth in this paragraph, (B) agrees that the equity commitment letters attached hereto as Exhibits A-1, A-2, A-3, A-4 and A-5 shall collectively constitute the Equity Funding Letters for all purposes under the Merger Agreement, and (C) further agrees that the substitutions and additions set forth in this paragraph do not constitute a breach by Parent or Sub of any provision of the Merger Agreement, including, without limitation, Sections 5.7 or 7.12 thereof, and do not constitute a failure of any of the conditions precedent set forth in Section 8.2 of the Merger Agreement.

2. The Commitment Letter (as defined in the Merger Agreement) is being amended in accordance with Section 7.12(a) of the Merger Agreement, primarily to add Deutsche Bank Securities, Inc. as a lender thereunder. A copy of the executed amended Commitment Letter is attached hereto as Exhibit B. By signing below, the Company hereby (A) consents to the amendment of the Commitment Letter and (B) agrees that the amendment of the Commitment Letter is expressly permitted under Section 7.12 (a) of the Merger Agreement and therefore does not constitute a breach by Parent or Sub of any provision of the Merger Agreement or a failure of any of the conditions precedent set forth in Section 8.2 of the Merger Agreement.

3. The Original Limited Guaranty is being replaced in its entirety as a result of the delivery to the Company of the limited guaranty from the Providence Investors. A copy of the Amended and Restated Limited Guaranty from the MDCP Parties is attached hereto as Exhibit C-1 (the "MDCP Amended Limited Guaranty") and a copy of the executed Limited Guaranty from the Providence Investors is attached hereto as Exhibit C-2 (the "Providence Limited Guaranty"). By signing below, the Company hereby (A) consents to the amendment and restatement of the Original Limited Guaranty from the MDCP Parties and the delivery of the Providence Limited Guaranty, (B) agrees that the Providence Limited Guaranty and the MDCP Amended Limited Guaranty shall replace and supersede in all respects the Original Limited Guaranty for all purposes under the Merger Agreement, and (C) further agrees that the substitutions and additions set forth in this paragraph do not constitute a breach by Parent or Sub of any provision of the Merger Agreement, including, without limitation, Section 5.10 thereof, or a failure of any of the conditions precedent set forth in Section 8.2 of the Merger Agreement. As a result of the foregoing, the definition of "Guarantor" as set forth in the Merger Agreement shall mean, collectively, the MDCP Parties and the Providence Investors, and the definition of "Guaranty" shall mean, collectively, the Providence Limited Guaranty and the MDCP Amended Limited Guaranty.

This letter agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This letter agreement shall be governed by, and construed in accordance with the laws of the State of Illinois without reference to the conflicts of laws rules of Illinois or any other state. This letter agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

Please confirm your agreement as indicated above by signing the enclosed copy of this letter in the space provided below and returning it to Parent and Sub.

\* \* \* \* \*

Very Truly Yours,

VH Holdings, Inc.

By: /s/ Benjamin D. Chereskin

Name: Benjamin D. Chereskin

Title: President

VH MergerSub, Inc.

By: /s/ Benjamin D. Chereskin

Name: Benjamin D. Chereskin

Title: President

Acknowledged and Agreed on July 1, 2007:

CDW Corporation

By: /s/ John A. Edwardson

Name: John A. Edwardson

Title: Chairman and Chief Executive Officer

cc: Sidley Austin LLP  
One South Dearborn Street  
Chicago, Illinois 60603  
Attn: Thomas A. Cole and Dennis V. Osimitz  
Facsimile: (312) 853-7036

*Signature Page to Side Letter re Substitution of Equity Funding Letters, Commitment Letter and Limited Guaranty*

**List of Exhibits**

Exhibit A-1

Amended & Restated Equity Commitment Letter of the MDCP Parties

Exhibit A-2

Equity Commitment Letter of the Providence Investors

Exhibit A-3

Amended & Restated Equity Commitment Letter of JP Morgan Ventures Corporation

Exhibit A-4

Amended & Restated Equity Commitment Letter of LB I Group, Inc.

Exhibit A-5

Equity Commitment Letter of DB Investment Partners, Inc.

Exhibit B

Debt Commitment Letter

Lehman Brothers Commercial Bank, Lehman Commercial Paper, Inc., Lehman Brothers, Inc., Morgan Stanley Senior Funding, Inc., JP Morgan Chase Bank, N.A., J.P. Morgan Securities, Inc., and Deutsche Bank Securities, Inc.

Exhibit C-1

Amended and Restated Limited Guaranty of the MDCP Parties

Exhibit C-2

Limited Guaranty of the Providence Investors

### Amended and Restated Limited Guaranty

This Amended and Restated Limited Guaranty, dated as of July 1, 2007 (this "Amended Limited Guaranty"), by Madison Dearborn Capital Partners V-A, L.P., a Delaware limited partnership, Madison Dearborn Capital Partners V-C, L.P., a Delaware limited partnership, and Madison Dearborn Capital Partners V Executive A, L.P., a Delaware limited partnership (collectively, the "Guarantors") in favor of CDW Corporation, an Illinois corporation (the "Company"). Reference is hereby made to the Agreement and Plan of Merger (the "Merger Agreement"), dated as of May 29, 2007, among the Company, VH Holdings, Inc., a Delaware corporation ("Parent"), and VH MergerSub, Inc., an Illinois corporation and a wholly-owned subsidiary of Parent ("Sub"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Merger Agreement.

WHEREAS, in connection with the execution of the Merger Agreement, the Guarantors have previously provided that certain limited guaranty in favor of the Company, dated as of May 29, 2007 (the "Original Limited Guaranty");

WHEREAS, Providence Equity Partners VI L.P. and Providence Equity Partners VI-A L.P. (together, the "Providence Investors") have agreed to make an investment in Parent alongside the Guarantors in connection with the acquisition of the Company pursuant to the Merger Agreement

WHEREAS, simultaneously herewith, the Providence Investors are delivering an equity funding letter to Parent and a limited guaranty in favor of the Company; and

WHEREAS, as a result of the delivery of the limited guaranty in favor of the Company by the Providence Investors, the Company and the Guarantors have agreed to amend and restate the Original Limited Guaranty to, among other things, reduce the Maximum Amount (as defined in the Original Limited Guaranty) and to limit the Guarantors obligations under this Amended Limited Guaranty to 53.02 % of the Guaranteed Obligations.

NOW, THEREFORE, the Company and the Guarantors agree that the Original Limited Guaranty is amended and restated in its entirety as follows.

1. Limited Guaranty. The Guarantors hereby irrevocably and unconditionally guarantee to the Company, the payment, if and when due, of 53.02% (the "Guaranteed Percentage") of the payment obligations of Parent with respect to (i) the Parent Termination Fee pursuant to Section 7.5(c) of the Merger Agreement and (ii) any damages payable by Parent and Sub pursuant to Section 9.2 of the Merger Agreement, in each case subject to the terms and limitations of Section 9.2 of the Merger Agreement (collectively, the "Guaranteed Obligations"); provided that in no event shall Guarantors' liability under this Limited Guaranty exceed \$154,818,400 in the aggregate (the "Maximum Amount"), and provided, further, that this Guaranty will expire and will have no further force or effect, and the Company and its Affiliates will have no rights hereunder, in the event that the Closing occurs. The Company hereby agrees that the Guarantors shall in no event be required to pay more than the Maximum Amount under or in respect of this Limited Guaranty and that no Guarantor or Guarantor's Affiliate (as hereinafter defined) shall have any obligation or liability to any Person relating to, arising out of or in connection with, this Limited Guaranty, other than as expressly set forth herein. The

Company further acknowledges that in the event that Parent or Sub has any unsatisfied Guaranteed Obligations, payment of the Guaranteed Percentage of such unsatisfied Guaranteed Obligations by Guarantor (or by any other Person, including Parent or Sub, on behalf of Guarantor) shall constitute satisfaction in full of Guarantor's obligation with respect thereto.

2. Terms of Limited Guaranty.

(a) This Limited Guaranty is one of payment, not collection, and a separate action or actions may be brought and prosecuted against the Guarantors to enforce this Limited Guaranty, irrespective of whether any action is brought against Parent or Sub or any other Person or whether Parent or Sub or any other Person are joined in any such action or actions.

(b) Except as otherwise provided herein, the liability of the Guarantors under this Limited Guaranty shall, to the fullest extent permitted under applicable law, be absolute and unconditional irrespective of:

(i) any release or discharge of any obligation of Parent or Sub contained in the Merger Agreement exclusively resulting from any change in the corporate existence, structure or ownership of Parent or Sub, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting Parent or Sub or any of their assets;

(ii) any amendment or modification of the Merger Agreement in accordance with its terms, or change in the manner, place or terms of payment or performance, or any change or extension of the time of payment or performance of, renewal or alteration of, any Guaranteed Obligation, any escrow arrangement or other security therefor, any liability incurred directly or indirectly in respect thereof, or any agreement entered into by the Company, on the one hand, and Parent and/or Sub, on the other hand, in connection therewith;

(iii) the existence of any claim, set-off or other right that the Guarantors may have at any time against Parent or Sub or the Company, whether in connection with any Guaranteed Obligation or otherwise; or

(iv) any other act or omission that may or might in any manner or to any extent vary the risk of the Guarantors or otherwise operates as a discharge of the Guarantors as a matter of law or equity (other than payment by the Guarantors or on their behalf of the Guaranteed Percentage of the Guaranteed Obligations or as permitted by Section 2(e)).

(c) The Guarantors hereby waive any and all notice of the creation, renewal, extension or accrual of any of the Guaranteed Obligations and notice of or proof of reliance by the Company upon this Limited Guaranty or acceptance of this Limited Guaranty. The Guaranteed Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred in reliance upon this Limited Guaranty, and all dealings between Parent, Sub or the Guarantors, on the one hand, and the Company, on the other, shall likewise be conclusively presumed to have been had or consummated in reliance upon this Limited Guaranty. When pursuing its rights and remedies hereunder



against any Guarantor, the Company shall be under no obligation to pursue such rights and remedies it may have against Parent or Sub or any other Person for the Guaranteed Percentage of the Guaranteed Obligations or any right of offset with respect thereto, and any failure by the Company to pursue such other rights or remedies or to collect any payments from Parent or Sub or any such other Person or to realize upon or to exercise any such right of offset shall not relieve any Guarantor of any liability hereunder.

(d) The Company shall not be obligated to file any claim relating to any Guaranteed Obligation in the event that Parent or Sub becomes subject to a bankruptcy, reorganization or similar proceeding, and the failure of the Company to so file shall not affect the Guarantors' obligations hereunder. In the event that any payment to the Company in respect of any Guaranteed Obligation is rescinded or must otherwise be returned for any reason whatsoever, the Guarantors shall remain liable hereunder with respect to the Guaranteed Percentage of the Guaranteed Obligation as if such payment had not been made.

(e) Notwithstanding any other provision of this Limited Guaranty, the Company hereby agrees that (i) each of the Guarantors may assert, as a defense to, or release or discharge of, any payment or performance by such Guarantor under this Limited Guaranty, any claim, set-off, deduction, defense or release that Parent or Sub could assert against the Company under the terms of the Merger Agreement or that could otherwise be asserted by Parent or Sub against the Company in any action by the Company against Parent or Sub and (ii) any failure by the Company to comply with the terms of the Merger Agreement, including, without limitation, any breach by the Company of the representations and warranties contained therein or in any of the agreements, certificates and other documents required to be delivered by the Company pursuant to the terms of the Merger Agreement (whether such breach results from fraud, intentional misrepresentation or otherwise), that would relieve each of Parent and Sub of its obligations under the Merger Agreement shall likewise automatically and without any further action on the part of any Person relieve the Guarantors of their obligations under this Limited Guaranty.

3. Waiver of Acceptance, Presentment; Etc. The Guarantors irrevocably waive acceptance hereof, presentment, demand, protest and any notice not provided for herein or not required to be provided to Parent or Sub under or in connection with the Merger Agreement, other than defenses that are available to Parent or Sub (i) under the Merger Agreement, (ii) in respect of a breach by the Company of this Limited Guaranty and (iii) in respect of fraud or willful misconduct of the Company or any of its Affiliates in connection with the Merger Agreement or the transactions contemplated thereby.

4. Sole Remedy. The Company acknowledges and agrees that the sole cash asset of each of Parent and Sub is cash in a de minimis amount and that no additional funds are expected to be contributed to Parent or Sub unless the Closing occurs, and that the Company shall not have any right to cause any monies to be contributed to Parent or Sub by any current, former or prospective equity holder, officer, member, manager, director, agent, employee, Affiliate or assignee of any of the Guarantors. The Company further agrees that it has no remedy, recourse or right of recovery against, or contribution from, any Guarantor or any of the Guarantors' former, current or future stockholders, holders of any equity, partnership or limited liability company interest, officer, member, manager, director, employees, agents or Affiliates, or any

Affiliate or assignee of any of the foregoing, (other than any Affiliate that has executed a limited guaranty in favor of the Company, to the extent of such Affiliate's obligations under such guaranty) (collectively, "Guarantor Affiliates"), through Parent or Sub or otherwise, whether by or through attempted piercing of the corporate veil or similar action, by or through a claim by or on behalf of Parent or Sub against any Guarantor or any Guarantor Affiliate, or otherwise, except for its rights under this Limited Guaranty provided, however, that in the event any Guarantor (i) consolidates with or merges with any other Person and is not the continuing or surviving entity of such consolidation or merger or (ii) transfers or conveys all or a substantial portion of its properties and other assets to any Person such that the sum of all the Guarantors' remaining net assets plus uncalled capital is less than the Maximum Amount, then, and in each such case, the Company may seek recourse, whether by the enforcement of any judgment or assessment or by any legal or equitable proceeding or by virtue of any statute, regulation or other applicable law, against such continuing or surviving entity or such Person (in either case, a "Successor Entity"), as the case may be, but only to the extent of the unpaid liability of the Guarantors hereunder up to the Maximum Amount. Recourse against the Guarantors under this Limited Guaranty shall be the sole and exclusive remedy of the Company and all of its Affiliates against any Guarantor or any Guarantor Affiliate (other than against Parent or Sub for non-monetary damages) in respect of any liabilities or obligations arising under, or in connection with, the Merger Agreement or the transactions contemplated thereby. The Company hereby covenants and agrees that it shall not institute, and shall cause its respective Affiliates not to institute, any proceeding or bring any other claim arising under, or in connection with, the Merger Agreement or the transactions contemplated thereby, against any Guarantor or any Guarantor Affiliate (other than against Parent or Sub for non-monetary damages) except for claims against any Guarantor under this Limited Guaranty. Nothing set forth in this Limited Guaranty shall affect or be construed to affect any liability of Parent or Sub to the Company or shall confer or give or shall be construed to confer or give to any Person other than the Company (including any Person acting in a representative capacity) any rights or remedies against any Person other than the Guarantors as expressly set forth herein.

5. Subrogation. The Guarantors will not exercise any rights of subrogation or contribution, whether arising by contract or operation of law (including, without limitation, any such right arising under bankruptcy or insolvency laws) or otherwise, by reason of any payment by any of them pursuant to the provisions of Section 1 hereof unless and until the Guaranteed Percentage of the Guaranteed Obligations have been paid by the Guarantors or on their behalf in full.

6. Termination. This Limited Guaranty shall terminate upon the earlier of (A) the Closing and (B) the first anniversary of any termination of the Merger Agreement in accordance with its terms if the Company has not presented a claim for payment of any obligation of any Guarantor hereunder to the Guarantors by such first anniversary, unless there is at such time litigation pending in respect of this Limited Guaranty, in which case this Limited Guaranty shall terminate promptly following the termination of any such litigation. In the event that the Company or any of its Affiliates asserts in any litigation or other proceeding (i) relating to this Limited Guaranty, (ii) relating to any Limited Guaranty of any other Person liable with respect to the Guaranteed Obligations or (iii) against the Guarantors or any Guarantor Affiliate or other Person liable with respect to the Guaranteed Obligations under the terms hereof, that (x) the provisions of Section 1 hereof limiting the Guarantors' liability to the Maximum Amount and the Guaranteed Percentage, (y) the provisions of Section 4 hereof or (z) any similar provisions of

any other Limited Guaranty of any other Person with respect to the Guaranteed Obligations, are illegal, invalid or unenforceable in whole or in part, the obligations of the Guarantors under this Limited Guaranty shall terminate automatically and shall thereupon be null and void, and upon such termination, none of the Guarantors or any Guarantor Affiliate shall have any liability or obligation to the Company or any of its Affiliates in respect of this Limited Guaranty, the Merger Agreement or the transactions contemplated hereby and thereby.

7. Continuing Guaranty. Unless terminated pursuant to the provisions of Section 6 hereof, this Limited Guaranty is a continuing one and shall remain in full force and effect until the indefeasible payment and satisfaction in full of the Guaranteed Percentage of the Guaranteed Obligations by the Guarantors or on their behalf, shall be binding upon the Guarantors, their successors and assigns, and shall inure to the benefit of, and be enforceable by, the Company and its respective successors, transferees and assigns. All obligations to which this Limited Guaranty applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. Notwithstanding anything to the contrary contained in this Guaranty, the Company hereby agrees that to the extent Parent and Sub are relieved of any of their representations, warranties, covenants or agreements contained in the Merger Agreement so as to render Section 9.2 of the Merger Agreement inapplicable, or Parent is relieved of its payment obligations under Section 7.5(c) in respect of the Parent Termination Fee, the Guarantors shall be similarly relieved of their Guaranteed Obligations under this Guaranty.

8. Release. By its acceptance of this Limited Guaranty, the Company hereby covenants and agrees that neither the Company nor any of its Subsidiaries or Affiliates, and the Company agrees to the maximum extent permitted by law, none of its officers, directors, security holders or representatives, has or shall have any right of recovery under or in connection with the Merger Agreement, or the transactions contemplated thereby (including a claim to enforce the amended & restated equity funding letter dated as of the date hereof from the Guarantors to Parent (the “Equity Funding Letter”)) or otherwise relating thereto, and to the extent that it has or obtains any such right it, to the maximum extent permitted by law, hereby waives (on its own behalf and on behalf of each of the aforementioned persons) each and every such right against, and hereby releases, the Guarantors and each of the Affiliates of the Guarantors from and with respect to any claim, known or unknown, now existing or hereafter arising, in connection with any transaction contemplated by or otherwise relating to the Merger Agreement or the transactions contemplated thereby (including a claim to enforce the Equity Funding Letter), whether by or through attempted piercing of the corporate (or limited liability company or partnership) veil, by or through a claim by or on behalf of Parent or Sub or any other Person against any other Affiliate of any of the Guarantors, or otherwise under any theory of law or equity, other than claims against the Guarantors pursuant to this Limited Guaranty. The Company hereby covenants and agrees that it shall not institute, directly or indirectly, and shall cause its Affiliates not to institute, any proceeding or bring any other claim arising under, or in connection with, the Merger Agreement or the transactions contemplated thereby or otherwise relating thereto, against any of the Guarantors or any Affiliate of the Guarantors, except claims against the Guarantors under this Limited Guaranty.

9. Entire Agreement. This Limited Guaranty constitutes the entire agreement with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, proposals, undertakings, understandings and agreements, whether written or oral, among Parent,

Sub and the Guarantors or any of their respective Affiliates on the one hand, and the Company or any of its Affiliates on the other hand, except for the Merger Agreement.

10. Amendments and Waivers. No amendment or waiver of any provision of this Limited Guaranty will be valid and binding unless it is in writing and signed, in the case of an amendment, by the Guarantors and the Company, or in the case of waiver, by the party against whom the waiver is to be effective. No waiver by any party of any breach or violation of, or default under, this Limited Guaranty, whether intentional or not, will be deemed to extend to any prior or subsequent breach, violation or default hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No delay or omission on the part of any party in exercising any right, power or remedy under this Limited Guaranty will operate as a waiver thereof.

11. Counterparts. This Limited Guaranty may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Limited Guaranty will become effective when duly executed by each party hereto.

12. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, telecopied (which is confirmed, so long as a copy is sent the same day by overnight courier) or sent by overnight courier (providing proof of delivery) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) If to the Guarantors to:

Madison Dearborn Partners V-A, L.P.  
Three First National Plaza, Ste. 3800  
Chicago, Illinois 60602  
Attention: Benjamin D. Chereskin  
Facsimile: (312) 895-1311

Madison Dearborn Partners V-C, L.P.  
Three First National Plaza, Ste. 3800  
Chicago, Illinois 60602  
Attention: Benjamin D. Chereskin  
Facsimile: (312) 895-1311

Madison Dearborn Partners V Executive-A, L.P.  
Three First National Plaza, Ste. 3800  
Chicago, Illinois 60602  
Attention: Benjamin D. Chereskin  
Facsimile: (312) 895-1311

with a copy to (which shall not constitute notice):

Kirkland & Ellis LLP  
200 East Randolph Drive  
Chicago, Illinois 60601  
Attention: Edward T. Swan, P.C.  
Michael D. Paley  
Facsimile: (312) 861-2200

(b) if to the Company, to:

CDW Corporation  
200 N. Milwaukee Ave.  
Vernon Hills, Illinois 60061  
Facsimile: (847) 968-0336  
Attn: John A. Edwardson

with copies to (which shall not constitute notice):

CDW Corporation  
200 N. Milwaukee Avenue  
Vernon Hills, Illinois 60061  
Facsimile: (847) 968-0303  
Attn: Christine A. Leahy

and

Sidley Austin LLP  
One South Dearborn Street  
Chicago, Illinois 60603  
Attn: Thomas A. Cole and Dennis V. Osimitz  
Facsimile: (312) 853-7036

13. Governing Law. This Limited Guaranty, the rights of the parties and all actions arising in whole or part under or in connection herewith, shall be governed by and construed in accordance with the laws of the State of Illinois, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

14. Jurisdiction; Venue; Waiver of Service of Process.

(a) Jurisdiction. Each party to this Limited Guaranty, by its execution hereof, (i) hereby irrevocably submits to the exclusive jurisdiction of the state courts of the State of Illinois or the United States District Court for the Northern District of Illinois for the purpose of any action between the parties arising in whole or in part under or in connection with this Limited Guaranty, (ii) hereby waives to the extent not prohibited by applicable law, and agrees not to assert, by way of motion, as a defense or otherwise, in any such action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that any such action brought in one of the above-named courts should be dismissed on grounds of *forum non conveniens*, should be transferred or removed to any court other than one of the above-named courts, or should be stayed by reason of the pendency of some other proceeding in any other court other than one of the above-named courts, or that this Limited Guaranty or the subject matter hereof may not be enforced in or by such court and (iii) hereby agrees

not to commence any such action other than before one of the above-named courts. Notwithstanding the previous sentence, a party may commence any action in a court other than the above-named courts solely for the purpose of enforcing an order or judgment issued by one of the above-named courts.

(b) Venue. Each party agrees that for any action between the parties arising in whole or in part under or in connection with this Limited Guaranty, such party will bring actions only in the State of Illinois. Each party further waives any claim and will not assert that venue should properly lie in any other location within the selected jurisdiction.

(c) Service of Process. Each party hereby (i) consents to service of process in any action between the parties arising in whole or in part under or in connection with this Limited Guaranty in any manner permitted by Illinois Law, (ii) agrees that service of process made in accordance with clause (i) or made by registered or certified mail, return receipt requested, at its address specified pursuant to Section 11, will constitute good and valid service of process in any such action and (iii) waives and agrees not to assert (by way of motion, as a defense, or otherwise) in any such action any claim that service of process made in accordance with clause (i) or (ii) does not constitute good and valid service of process.

15. Waiver of Jury Trial. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, THE PARTIES HEREBY WAIVE, AND COVENANT THAT THEY WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION WITH THIS LIMITED GUARANTY OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE ITS RIGHT TO TRIAL BY JURY IN ANY PROCEEDING WHATSOEVER BETWEEN THEM RELATING TO THIS LIMITED GUARANTY OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

16. Representations and Warranties. Each Guarantor hereby represents and warrants to the Company with respect to itself that (a) it has all power and authority to execute, deliver and perform this Limited Guaranty; (b) the execution, delivery and performance of this Limited Guaranty by such Guarantor has been duly and validly authorized and approved by all necessary company action, and no other proceedings or actions on the part of such Guarantor are necessary therefor; (c) this Limited Guaranty has been duly and validly executed and delivered by it and constitutes a valid and legally binding obligation of it, enforceable against such Guarantor in accordance with its terms; (d) the execution, delivery and performance by such Guarantor of this Limited Guaranty do not and will not (i) violate the organizational documents of the Guarantor, (ii) violate any applicable law or judgment binding on such Guarantor or its assets or (iii) result in any violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to the loss of any benefit under, any contract or agreement to which such Guarantor is a party; and (e) such Guarantor has the financial capacity to pay and perform its obligations under this Limited

Guaranty, and all funds necessary for such Guarantor to fulfill its Guaranteed Percentage of the Guaranteed Obligations under this Limited Guaranty shall be available to such Guarantor for so long as this Limited Guaranty shall remain in effect in accordance with Section 7 hereof.

17. No Assignment. Neither the Guarantors nor the Company may assign their rights, interests or obligations hereunder to any other Person (except by operation of law) without the prior written consent of the Company (in the case of an assignment by any Guarantor) or the Guarantors (in the case of an assignment by the Company).

18. Severability. Any term or provision of this Limited Guaranty that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction; provided, however, that this Limited Guaranty may not be enforced without giving effect to the limitation of the amount payable hereunder to the Guaranteed Percentage and Maximum Amount provided in Section 1 hereof and to the provisions of Sections 2(v), 4, 5 and 8 hereof. No party hereto shall assert, and each party shall cause its respective Affiliates not to assert, that this Limited Guaranty or any part hereof is invalid, illegal or unenforceable.

19. Headings. The headings contained in this Limited Guaranty are for convenience purposes only and will not in any way affect the meaning or interpretation hereof.

20. Several Liability. Notwithstanding anything to the contrary contained in this Limited Guaranty, the liability of each Guarantor hereunder shall be several, not joint and several, based upon its respective Pro Rata Percentage, and no Guarantor shall be liable for any amounts hereunder in excess of its Pro Rata Percentage of the Maximum Amount. The “Pro Rata Percentages” of each Guarantor under this Limited Guaranty are as set forth below:

Madison Dearborn Capital Partners V-A, L.P.	78.3957%
Madison Dearborn Capital Partners V-C, L.P.	20.8011%
Madison Dearborn Capital Partners V Executive-A, L.P.	0.8032%
	<u>100.0000%</u>

\* \* \* \* \*

IN WITNESS WHEREOF, the undersigned have executed and delivered this Limited Guaranty as of the date first written above.

**MADISON DEARBORN CAPITAL  
PARTNERS V-A, L.P.**

By: Madison Dearborn Partners V-A&C, L.P.  
Its: General Partner

By: Madison Dearborn Partners, LLC  
Its: General Partner

By: /s/ Benjamin D. Chereskin  
Its: Managing Director

**MADISON DEARBORN CAPITAL  
PARTNERS V-C, L.P.**

By: Madison Dearborn Partners V-A&C, L.P.  
Its: General Partner

By: Madison Dearborn Partners, LLC  
Its: General Partner

By: /s/ Benjamin D. Chereskin  
Its: Managing Director

**MADISON DEARBORN CAPITAL  
PARTNERS V EXECUTIVE-A, L.P.**

By: Madison Dearborn Partners V-A&C, L.P.  
Its: General Partner

By: Madison Dearborn Partners, LLC  
Its: General Partner

By: /s/ Benjamin D. Chereskin  
Its: Managing Director

*Signature Page to Amended & Restated Limited Guaranty*



**CDW CORPORATION**

By: /s/ John A. Edwardson

Name: John A. Edwardson

Title: Chairman and Chief Executive Officer

*Signature Page to Amended & Restated Limited Guaranty*

### Limited Guaranty

Limited Guaranty, dated as of July 1, 2007 (this "Limited Guaranty"), by Providence Equity Partners VI L.P., a Delaware limited partnership, and Providence Equity Partners VI-A, L.P., a Delaware limited partnership (collectively, the "Guarantors"), in favor of CDW Corporation, an Illinois corporation (the "Company"). Reference is hereby made to the Agreement and Plan of Merger (the "Merger Agreement"), dated as of May 29, 2007, among the Company, VH Holdings, Inc., a Delaware corporation ("Parent"), and VH MergerSub, Inc, an Illinois corporation and a wholly-owned subsidiary of Parent ("Sub"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Merger Agreement.

1. Limited Guaranty. The Guarantors hereby irrevocably and unconditionally guarantee to the Company, the payment, if and when due, of 46.98% (the "Guaranteed Percentage") of the payment obligations of Parent with respect to (i) the Parent Termination Fee pursuant to Section 7.5(c) of the Merger Agreement and (ii) any damages payable by Parent and Sub pursuant to Section 9.2 of the Merger Agreement, in each case subject to the terms and limitations of Section 9.2 of the Merger Agreement (collectively, the "Guaranteed Obligations"); provided that in no event shall Guarantors' liability under this Limited Guaranty exceed \$137,181,600 in the aggregate (the "Maximum Amount"), and provided, further, that this Guaranty will expire and will have no further force or effect, and the Company and its Affiliates will have no rights hereunder, in the event that the Closing occurs. The Company hereby agrees that the Guarantors shall in no event be required to pay more than the Maximum Amount under or in respect of this Limited Guaranty and that no Guarantor or Guarantor's Affiliate (as hereinafter defined) shall have any obligation or liability to any Person relating to, arising out of or in connection with, this Limited Guaranty, other than as expressly set forth herein. The Company further acknowledges that in the event that Parent or Sub has any unsatisfied Guaranteed Obligations, payment of the Guaranteed Percentage of such unsatisfied Guaranteed Obligations by Guarantor (or by any other Person, including Parent or Sub, on behalf of Guarantor) shall constitute satisfaction in full of Guarantors' obligation with respect thereto.

2. Terms of Limited Guaranty.

(a) This Limited Guaranty is one of payment, not collection, and a separate action or actions may be brought and prosecuted against the Guarantors to enforce this Limited Guaranty, irrespective of whether any action is brought against Parent or Sub or any other Person or whether Parent or Sub or any other Person are joined in any such action or actions.

(b) Except as otherwise provided herein, the liability of the Guarantors under this Limited Guaranty shall, to the fullest extent permitted under applicable law, be absolute and unconditional irrespective of:

(i) any release or discharge of any obligation of Parent or Sub contained in the Merger Agreement exclusively resulting from any change in the corporate existence, structure or ownership of Parent or Sub, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting Parent or Sub or any of their assets;

(ii) any amendment or modification of the Merger Agreement in accordance with its terms, or change in the manner, place or terms of payment or performance, or any change or extension of the time of payment or performance of, renewal or alteration of, any Guaranteed Obligation, any escrow arrangement or other security therefor, any liability incurred directly or indirectly in respect thereof, or any agreement entered into by the Company, on the one hand, and Parent and/or Sub, on the other hand, in connection therewith;

(iii) the existence of any claim, set-off or other right that the Guarantors may have at any time against Parent or Sub or the Company, whether in connection with any Guaranteed Obligation or otherwise; or

(iv) any other act or omission that may or might in any manner or to any extent vary the risk of the Guarantors or otherwise operates as a discharge of the Guarantors as a matter of law or equity (other than payment by the Guarantors or on their behalf of the Guaranteed Percentage of the Guaranteed Obligations or as permitted by Section 2(e)).

(c) The Guarantors hereby waive any and all notice of the creation, renewal, extension or accrual of any of the Guaranteed Obligations and notice of or proof of reliance by the Company upon this Limited Guaranty or acceptance of this Limited Guaranty. The Guaranteed Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred in reliance upon this Limited Guaranty, and all dealings between Parent, Sub or the Guarantors, on the one hand, and the Company, on the other, shall likewise be conclusively presumed to have been had or consummated in reliance upon this Limited Guaranty. When pursuing its rights and remedies hereunder against any Guarantor, the Company shall be under no obligation to pursue such rights and remedies it may have against Parent or Sub or any other Person for the Guaranteed Percentage of the Guaranteed Obligations or any right of offset with respect thereto, and any failure by the Company to pursue such other rights or remedies or to collect any payments from Parent or Sub or any such other Person or to realize upon or to exercise any such right of offset shall not relieve any Guarantor of any liability hereunder.

(d) The Company shall not be obligated to file any claim relating to any Guaranteed Obligation in the event that Parent or Sub becomes subject to a bankruptcy, reorganization or similar proceeding, and the failure of the Company to so file shall not affect the Guarantors' obligations hereunder. In the event that any payment to the Company in respect of any Guaranteed Obligation is rescinded or must otherwise be returned for any reason whatsoever, the Guarantors shall remain liable hereunder with respect to the Guaranteed Percentage of the Guaranteed Obligation as if such payment had not been made.

(e) Notwithstanding any other provision of this Limited Guaranty, the Company hereby agrees that (i) each of the Guarantors may assert, as a defense to, or release or discharge of, any payment or performance by such Guarantor under this Limited Guaranty, any claim, set-off, deduction, defense or release that Parent or Sub could assert against the Company under the terms of the Merger Agreement or that could otherwise be

asserted by Parent or Sub against the Company in any action by the Company against Parent or Sub and (ii) any failure by the Company to comply with the terms of the Merger Agreement, including, without limitation, any breach by the Company of the representations and warranties contained therein or in any of the agreements, certificates and other documents required to be delivered by the Company pursuant to the terms of the Merger Agreement (whether such breach results from fraud, intentional misrepresentation or otherwise), that would relieve each of Parent and Sub of its obligations under the Merger Agreement shall likewise automatically and without any further action on the part of any Person relieve the Guarantors of their obligations under this Limited Guaranty.

3. Waiver of Acceptance, Presentment; Etc. The Guarantors irrevocably waive acceptance hereof, presentment, demand, protest and any notice not provided for herein or not required to be provided to Parent or Sub under or in connection with the Merger Agreement, other than defenses that are available to Parent or Sub (i) under the Merger Agreement, (ii) in respect of a breach by the Company of this Limited Guaranty and (iii) in respect of fraud or willful misconduct of the Company or any of its Affiliates in connection with the Merger Agreement or the transactions contemplated thereby.

4. Sole Remedy. The Company acknowledges and agrees that the sole cash asset of each of Parent and Sub is cash in a de minimis amount and that no additional funds are expected to be contributed to Parent or Sub unless the Closing occurs, and that the Company shall not have any right to cause any monies to be contributed to Parent or Sub by any current, former or prospective equity holder, officer, member, manager, director, agent, employee, Affiliate or assignee of any of the Guarantors. The Company further agrees that it has no remedy, recourse or right of recovery against, or contribution from, any Guarantor or any of the Guarantors' former, current or future stockholders, holders of any equity, partnership or limited liability company interest, officer, member, manager, director, employees, agents or Affiliates, or any Affiliate or assignee of any of the foregoing, (other than any Affiliate that has executed a limited guaranty in favor of the Company, to the extent of such Affiliate's obligations under such guaranty) (collectively, "Guarantor Affiliates"), through Parent or Sub or otherwise, whether by or through attempted piercing of the corporate veil or similar action, by or through a claim by or on behalf of Parent or Sub against any Guarantor or any Guarantor Affiliate, or otherwise, except for its rights under this Limited Guaranty provided, however, that in the event any Guarantor (i) consolidates with or merges with any other Person and is not the continuing or surviving entity of such consolidation or merger or (ii) transfers or conveys all or a substantial portion of its properties and other assets to any Person such that the sum of all the Guarantors' remaining net assets plus uncalled capital is less than the Maximum Amount, then, and in each such case, the Company may seek recourse, whether by the enforcement of any judgment or assessment or by any legal or equitable proceeding or by virtue of any statute, regulation or other applicable law, against such continuing or surviving entity or such Person (in either case, a "Successor Entity"), as the case may be, but only to the extent of the unpaid liability of the Guarantors hereunder up to the Maximum Amount. Recourse against the Guarantors under this Limited Guaranty shall be the sole and exclusive remedy of the Company and all of its Affiliates against any Guarantor or any Guarantor Affiliate (other than against Parent or Sub for non-monetary damages) in respect of any liabilities or obligations arising under, or in connection with, the Merger Agreement or the transactions contemplated thereby. The Company hereby covenants and agrees that it shall not institute, and shall cause its respective Affiliates not to institute, any

proceeding or bring any other claim arising under, or in connection with, the Merger Agreement or the transactions contemplated thereby, against any Guarantor or any Guarantor Affiliate (other than against Parent or Sub for non-monetary damages) except for claims against any Guarantor under this Limited Guaranty. Nothing set forth in this Limited Guaranty shall affect or be construed to affect any liability of Parent or Sub to the Company or shall confer or give or shall be construed to confer or give to any Person other than the Company (including any Person acting in a representative capacity) any rights or remedies against any Person other than the Guarantors as expressly set forth herein.

5. Subrogation. The Guarantors will not exercise any rights of subrogation or contribution, whether arising by contract or operation of law (including, without limitation, any such right arising under bankruptcy or insolvency laws) or otherwise, by reason of any payment by any of them pursuant to the provisions of Section 1 hereof unless and until the Guaranteed Percentage of the Guaranteed Obligations have been paid by the Guarantors or on their behalf in full.

6. Termination. This Limited Guaranty shall terminate upon the earlier of (A) the Closing and (B) the first anniversary of any termination of the Merger Agreement in accordance with its terms if the Company has not presented a claim for payment of any obligation of any Guarantor hereunder to the Guarantors by such first anniversary, unless there is at such time litigation pending in respect of this Limited Guaranty, in which case this Limited Guaranty shall terminate promptly following the termination of any such litigation. In the event that the Company or any of its Affiliates asserts in any litigation or other proceeding (i) relating to this Limited Guaranty, (ii) relating to any Limited Guaranty of any other Person liable with respect to the Guaranteed Obligations or (iii) against the Guarantors or any Guarantor Affiliate or other Person liable with respect to the Guaranteed Obligations under the terms hereof, that (x) the provisions of Section 1 hereof limiting the Guarantors' liability to the Maximum Amount and the Guaranteed Percentage, (y) the provisions of Section 4 hereof or (z) any similar provisions of any other Limited Guaranty of any other Person with respect to the Guaranteed Obligations, are illegal, invalid or unenforceable in whole or in part, the obligations of the Guarantors under this Limited Guaranty shall terminate automatically and shall thereupon be null and void, and upon such termination, none of the Guarantors or any Guarantor Affiliate shall have any liability or obligation to the Company or any of its Affiliates in respect of this Limited Guaranty, the Merger Agreement or the transactions contemplated hereby and thereby.

7. Continuing Guaranty. Unless terminated pursuant to the provisions of Section 6 hereof, this Limited Guaranty is a continuing one and shall remain in full force and effect until the indefeasible payment and satisfaction in full of the Guaranteed Percentage of the Guaranteed Obligations by the Guarantors or on their behalf, shall be binding upon the Guarantors, their successors and assigns, and shall inure to the benefit of, and be enforceable by, the Company and its respective successors, transferees and assigns. All obligations to which this Limited Guaranty applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. Notwithstanding anything to the contrary contained in this Guaranty, the Company hereby agrees that to the extent Parent and Sub are relieved of any of their representations, warranties, covenants or agreements contained in the Merger Agreement so as to render Section 9.2 of the Merger Agreement inapplicable, or Parent is relieved of its payment obligations under Section 7.5(c) in respect of the Parent Termination Fee, the Guarantors shall be similarly relieved of their Guaranteed Obligations under this Guaranty.

8. **Release.** By its acceptance of this Limited Guaranty, the Company hereby covenants and agrees that neither the Company nor any of its Subsidiaries or Affiliates, and the Company agrees to the maximum extent permitted by law, none of its officers, directors, security holders or representatives, has or shall have any right of recovery under or in connection with the Merger Agreement, or the transactions contemplated thereby (including a claim to enforce the equity funding letter dated as of the date hereof from the Guarantors to Parent (the "Equity Funding Letter") or otherwise relating thereto, and to the extent that it has or obtains any such right it, to the maximum extent permitted by law, hereby waives (on its own behalf and on behalf of each of the aforementioned persons) each and every such right against, and hereby releases, the Guarantors and each of the Affiliates of the Guarantors from and with respect to any claim, known or unknown, now existing or hereafter arising, in connection with any transaction contemplated by or otherwise relating to the Merger Agreement or the transactions contemplated thereby (including a claim to enforce the Equity Funding Letter), whether by or through attempted piercing of the corporate (or limited liability company or partnership) veil, by or through a claim by or on behalf of Parent or Sub or any other Person against any other Affiliate of any of the Guarantors, or otherwise under any theory of law or equity, other than claims against the Guarantors pursuant to this Limited Guaranty. The Company hereby covenants and agrees that it shall not institute, directly or indirectly, and shall cause its Affiliates not to institute, any proceeding or bring any other claim arising under, or in connection with, the Merger Agreement or the transactions contemplated thereby or otherwise relating thereto, against any of the Guarantors or any Affiliate of the Guarantors, except claims against the Guarantors under this Limited Guaranty.

9. **Entire Agreement.** This Limited Guaranty constitutes the entire agreement with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, proposals, undertakings, understandings and agreements, whether written or oral, among Parent, Sub and the Guarantors or any of their respective Affiliates on the one hand, and the Company or any of its Affiliates on the other hand, except for the Merger Agreement.

10. **Amendments and Waivers.** No amendment or waiver of any provision of this Limited Guaranty will be valid and binding unless it is in writing and signed, in the case of an amendment, by the Guarantors and the Company, or in the case of waiver, by the party against whom the waiver is to be effective. No waiver by any party of any breach or violation of, or default under, this Limited Guaranty, whether intentional or not, will be deemed to extend to any prior or subsequent breach, violation or default hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No delay or omission on the part of any party in exercising any right, power or remedy under this Limited Guaranty will operate as a waiver thereof.

11. **Counterparts.** This Limited Guaranty may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Limited Guaranty will become effective when duly executed by each party hereto.

12. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, telecopied (which is confirmed, so long as a copy is sent the same day by overnight courier) or sent by overnight courier (providing proof of delivery) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) If to the Guarantors to:

Providence Equity Partners VI L.P.  
50 Kennedy Plaza, 18th Floor  
Providence, RI 02903

Facsimile: (401) 751-1790

Attn: Glenn Creamer  
Michael Dominguez

Providence Equity Partners VI-A L.P.  
50 Kennedy Plaza, 18th Floor  
Providence, RI 02903

Facsimile: (401) 751-1790

Attn: Glenn Creamer  
Michael Dominguez

with a copy to (which shall not constitute notice):

Weil, Gotshal & Manges  
50 Kennedy Plaza, 11th Floor  
Providence, RI 02903

Facsimile: (401) 278-  
4710

Attn: David Duffell

(b) if to the Company, to:

CDW Corporation  
200 N. Milwaukee Ave.  
Vernon Hills, Illinois 60061

Facsimile: (847) 968-0336

Attn: John A. Edwardson

with copies to (which shall not constitute notice):

CDW Corporation  
200 N. Milwaukee Avenue  
Vernon Hills, Illinois 60061  
Facsimile: (847) 968-0303  
Attn: Christine A. Leahy

and

Sidley Austin LLP  
One South Dearborn Street  
Chicago, Illinois 60603  
Attn: Thomas A. Cole and Dennis V. Osimitz  
Facsimile: (312) 853-7036

13. Governing Law. This Limited Guaranty, the rights of the parties and all actions arising in whole or part under or in connection herewith, shall be governed by and construed in accordance with the laws of the State of Illinois, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

14. Jurisdiction; Venue; Waiver of Service of Process.

(a) Jurisdiction. Each party to this Limited Guaranty, by its execution hereof, (i) hereby irrevocably submits to the exclusive jurisdiction of the state courts of the State of Illinois or the United States District Court for the Northern District of Illinois for the purpose of any action between the parties arising in whole or in part under or in connection with this Limited Guaranty, (ii) hereby waives to the extent not prohibited by applicable law, and agrees not to assert, by way of motion, as a defense or otherwise, in any such action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that any such action brought in one of the above-named courts should be dismissed on grounds of *forum non conveniens*, should be transferred or removed to any court other than one of the above-named courts, or should be stayed by reason of the pendency of some other proceeding in any other court other than one of the above-named courts, or that this Limited Guaranty or the subject matter hereof may not be enforced in or by such court and (iii) hereby agrees not to commence any such action other than before one of the above-named courts. Notwithstanding the previous sentence, a party may commence any action in a court other than the above-named courts solely for the purpose of enforcing an order or judgment issued by one of the above-named courts.

(b) Venue. Each party agrees that for any action between the parties arising in whole or in part under or in connection with this Limited Guaranty, such party will bring actions only in the State of Illinois. Each party further waives any claim and will not assert that venue should properly lie in any other location within the selected jurisdiction.

(c) Service of Process. Each party hereby (i) consents to service of process in any action between the parties arising in whole or in part under or in connection with this Limited Guaranty in any manner permitted by Illinois Law, (ii) agrees that service of process made in accordance with clause (i) or made by registered or certified mail, return receipt requested, at its address specified pursuant to Section 11, will constitute good and valid service of process in any such action and (iii) waives and agrees not to assert (by way of motion, as a defense, or otherwise) in any such action any claim that service of process made in accordance with clause (i) or (ii) does not constitute good and valid service of process.



15. Waiver of Jury Trial. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, THE PARTIES HEREBY WAIVE, AND COVENANT THAT THEY WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION WITH THIS LIMITED GUARANTY OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE ITS RIGHT TO TRIAL BY JURY IN ANY PROCEEDING WHATSOEVER BETWEEN THEM RELATING TO THIS LIMITED GUARANTY OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

16. Representations and Warranties. Each Guarantor hereby represents and warrants to the Company with respect to itself that (a) it has all power and authority to execute, deliver and perform this Limited Guaranty; (b) the execution, delivery and performance of this Limited Guaranty by such Guarantor has been duly and validly authorized and approved by all necessary company action, and no other proceedings or actions on the part of such Guarantor are necessary therefor; (c) this Limited Guaranty has been duly and validly executed and delivered by it and constitutes a valid and legally binding obligation of it, enforceable against such Guarantor in accordance with its terms; (d) the execution, delivery and performance by such Guarantor of this Limited Guaranty do not and will not (i) violate the organizational documents of the Guarantor, (ii) violate any applicable law or judgment binding on such Guarantor or its assets or (iii) result in any violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to the loss of any benefit under, any contract or agreement to which such Guarantor is a party; and (e) such Guarantor has the financial capacity to pay and perform its obligations under this Limited Guaranty, and all funds necessary for such Guarantor to fulfill its Guaranteed Percentage of the Guaranteed Obligations under this Limited Guaranty shall be available to such Guarantor for so long as this Limited Guaranty shall remain in effect in accordance with Section 7 hereof.

17. No Assignment. Neither the Guarantors nor the Company may assign their rights, interests or obligations hereunder to any other Person (except by operation of law) without the prior written consent of the Company (in the case of an assignment by any Guarantor) or the Guarantors (in the case of an assignment by the Company).

18. Severability. Any term or provision of this Limited Guaranty that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction; provided, however, that this Limited Guaranty may not be enforced without giving effect to the limitation of the amount payable hereunder to the Guaranteed Percentage and Maximum Amount provided in Section 1 hereof and to the provisions of Sections 2(v), 4, 5 and 8 hereof. No party hereto shall assert, and each party shall cause its respective Affiliates not to assert, that this Limited Guaranty or any part hereof is invalid, illegal or unenforceable.

19. Headings. The headings contained in this Limited Guaranty are for convenience purposes only and will not in any way affect the meaning or interpretation hereof.

20. Several Liability. Notwithstanding anything to the contrary contained in this Limited Guaranty, the liability of each Guarantor hereunder shall be several, not joint and several, based upon its respective Pro Rata Percentage, and no Guarantor shall be liable for any amounts hereunder in excess of its Pro Rata Percentage of the Maximum Amount. The “Pro Rata Percentages” of each Guarantor under this Limited Guaranty are as set forth below:

Providence Equity Partners VI L.P.	74.4041%
Providence Equity Partners VI-A L.P.	<u>25.5959%</u>
	<u>100.0000%</u>

\* \* \* \* \*

IN WITNESS WHEREOF, the undersigned have executed and delivered this Limited Guaranty as of the date first written above.

**PROVIDENCE EQUITY PARTNERS VI L.P.**

By: Providence Equity GP VI L.P.  
Its: General Partner

By: Providence Equity Partner VI LLC  
Its: General Partner

By: /s/ Glenn Creamer  
Name: Glenn Creamer  
Title: Senior Managing Director

**PROVIDENCE EQUITY PARTNERS VI-A L.P.**

By: Providence Equity GP VI L.P.  
Its: General Partner

By: Providence Equity Partner VI LLC  
Its: General Partner

By: /s/ Glenn Creamer  
Name: Glenn Creamer  
Title: Senior Managing Director

**CDW CORPORATION**

By: /s/ John A. Edwardson  
Name: John A. Edwardson  
Title: Chairman and Chief Executive Officer

*Signature Page to Providence Equity Partners Limited Guaranty*