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

FORM 10-Q

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

For the quarterly period ended January 1, 2005

Commission File No. 0-18706

Black Box Corporation

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

95-3086563
(I.R.S. Employer Identification No.)

1000 Park Drive
Lawrence, Pennsylvania 15055
(Address of principal executive offices)

724-746-5500
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes No

Indicate by check mark whether the registrant is an accelerated filer (as defined in Rule 12b-2 of the Exchange Act).

Yes No

As of February 9, 2005, there were 17,323,267 shares of common stock (\$0.001 par value) outstanding.

BLACK BOX CORPORATION

INDEX

	Page
<u>PART I. FINANCIAL INFORMATION</u>	
<u>Item 1. Financial Statements (Unaudited).</u>	
<u>Consolidated Balance Sheets — January 1, 2005 and March 31, 2004.</u>	3
<u>Consolidated Statements of Income — Three and Nine months ended January 1, 2005 and December 28, 2003.</u>	4
<u>Consolidated Statements of Cash Flows — Nine months ended January 1, 2005 and December 28, 2003.</u>	5
<u>Notes to Consolidated Financial Statements.</u>	6
<u>Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations.</u>	19
<u>Item 3. Quantitative and Qualitative Disclosures about Market Risk.</u>	30
<u>Item 4. Controls and Procedures.</u>	30
<u>PART II. OTHER INFORMATION</u>	
<u>Item 1. Legal Proceedings.</u>	32
<u>Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.</u>	33
<u>Item 6. Exhibits.</u>	34
<u>SIGNATURE</u>	35
<u>EXHIBIT INDEX</u>	36

PART I - FINANCIAL INFORMATION

ITEM 1. — FINANCIAL STATEMENTS.

**BLACK BOX CORPORATION
CONSOLIDATED BALANCE SHEETS**

In thousands, except par value Unaudited	January 1, 2005	March 31, 2004
Assets		
Cash and cash equivalents	\$ 10,947	\$ 9,306
Accounts receivable, net of allowance for doubtful accounts of \$10,174 and \$10,426	98,578	97,203
Inventories, net	43,229	40,162
Costs and estimated earnings in excess of billings on uncompleted contracts	18,369	13,763
Deferred tax asset	2,554	4,131
Other current assets	10,663	9,610
Total current assets	184,340	174,175
Property, plant and equipment	81,962	80,434
Less accumulated depreciation	(55,011)	(51,165)
Property, plant and equipment, net	26,951	29,269
Goodwill, net	387,036	380,769
Other intangibles, net	29,508	29,546
Other assets	3,317	2,530
Total assets	\$ 631,152	\$ 616,289
Liabilities		
Current debt	\$ 216	\$ 1,061
Accounts payable	30,805	30,709
Billings in excess of costs and estimated earnings on uncompleted contracts	5,737	5,665
Accrued compensation and benefits	6,956	6,836
Other accrued expenses	16,636	16,778
Accrued income taxes	3,634	3,695
Total current liabilities	63,984	64,744
Long-term debt	40,451	35,177
Deferred taxes	11,248	11,050
Other liabilities	77	414
Stockholders' Equity		
Preferred stock authorized 5,000, par value \$1.00, none issued	—	—
Common stock authorized 100,000, par value \$.001, 17,313 and 17,859 shares outstanding	24	23
Additional capital	335,598	324,219
Retained earnings	429,606	402,675
Treasury stock, at cost, 6,441 and 5,534 shares	(277,470)	(239,885)
Accumulated other comprehensive income	27,634	17,872
Total stockholders' equity	515,392	504,904
Total liabilities and stockholders' equity	\$ 631,152	\$ 616,289

See Notes To Consolidated Financial Statements

BLACK BOX CORPORATION
CONSOLIDATED STATEMENTS OF INCOME

In thousands, except per share Unaudited	Three months ended		Nine months ended	
	January 1, 2005	December 28, 2003	January 1, 2005	December 28, 2003
Revenues	\$ 126,896	\$ 133,067	\$ 377,846	\$ 390,682
Cost of sales	75,878	78,426	222,633	228,719
Gross profit	51,018	54,641	155,213	161,963
Selling, general and administrative	36,762	34,953	107,886	104,474
Intangibles amortization	59	64	187	198
Operating income	14,197	19,624	47,140	57,291
Interest expense, net	519	498	1,436	1,358
Other expense, net	46	75	93	91
Income before provision for income taxes	13,632	19,051	45,611	55,842
Provision for income taxes	4,383	6,858	15,736	20,102
Net income	\$ 9,249	\$ 12,193	\$ 29,875	\$ 35,740
<i>Earnings per common share</i>				
Basic	\$ 0.54	\$ 0.68	\$ 1.71	\$ 1.96
Diluted	\$ 0.52	\$ 0.66	\$ 1.66	\$ 1.90
<i>Weighted average common shares outstanding</i>				
Basic	17,293	17,954	17,499	18,258
Diluted	17,694	18,571	17,949	18,792
Dividends per share	\$ 0.06	\$ 0.05	\$ 0.17	\$ 0.15

See Notes To Consolidated Financial Statements

BLACK BOX CORPORATION
CONSOLIDATED STATEMENTS OF CASH FLOWS

In thousands Unaudited	Nine months ended	
	January 1, 2005	December 28, 2003
Operating Activities		
Net income	\$ 29,875	\$ 35,740
Adjustments to reconcile net income to cash provided by operating activities:		
Depreciation and amortization	4,557	5,022
Deferred tax provision	1,775	2,274
Gain on disposal of assets	—	(301)
Stock compensation expense	680	—
Changes in operating assets and liabilities:		
Accounts receivable, net	1,153	3,929
Inventories, net	(2,412)	(960)
Other current assets	888	7,080
Accounts payable and accrued liabilities	(2,111)	(6,192)
Net cash provided by operating activities	34,405	46,592
Investing Activities		
Capital expenditures, net	(1,849)	28
Payments related to acquisitions, net of cash acquired	(498)	(1,261)
Net cash used in investing activities	(2,347)	(1,233)
Financing Activities		
Proceeds from borrowings	95,632	178,200
Repayments on borrowings	(91,596)	(181,159)
Proceeds from exercise of options	7,310	6,014
Payment of dividends	(2,809)	(2,737)
Deferred financing costs	(235)	—
Purchase of treasury stock	(37,585)	(52,354)
Net cash used in financing activities	(29,283)	(52,036)
Foreign currency exchange impact on cash	(1,134)	2,558
Net increase/(decrease) in cash and cash equivalents	1,641	(4,119)
Cash and cash equivalents at beginning of year	9,306	14,043
Cash and cash equivalents at end of period	\$ 10,947	\$ 9,924
Supplemental Cash Flow:		
Cash paid for interest	\$ 1,425	\$ 1,329
Cash paid for income taxes	14,022	23,771

See Notes To Consolidated Financial Statements

BLACK BOX CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

(Dollars in thousands, except per share amounts)

Note 1: Basis of Presentation

The unaudited interim consolidated financial statements included herein have been prepared in accordance with accounting principles generally accepted in the United States and with the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by accounting principles generally accepted in the United States for complete financial statements.

Black Box Corporation (the "Company") believes that these consolidated financial statements reflect all normal, recurring adjustments needed to present fairly the Company's results for the interim periods presented. The results for interim periods may not be indicative of the results of operations for any other interim period or for the full year.

These financial statements should be read in conjunction with the financial statements and notes thereto included in the Company's most recent Form 10-K as filed with the Securities and Exchange Commission ("SEC") for the fiscal year ended March 31, 2004.

The Company's fiscal year ends on March 31. The fiscal quarters consist of 13 weeks and, beginning in Fiscal 2005, end on the Saturday nearest each calendar quarter end. In Fiscal 2004, the fiscal quarters ended on the Sunday nearest each calendar quarter end. The actual ending dates for the periods presented in these Notes, as December 31, 2004 and 2003 were January 1, 2005 and December 28, 2003. The ending dates for all other periods are as presented.

Note 2: Significant Accounting Policies

Principles of Consolidation

The unaudited interim consolidated financial statements include the accounts of the parent company and its subsidiaries. All significant intercompany accounts and transactions have been eliminated.

Use of Estimates

When preparing the unaudited interim consolidated financial statements, the Company makes estimates and assumptions that affect the amounts reported. Actual results may differ from these estimates. Management believes the estimates made are reasonable.

Stock-Based Compensation

The Company accounts for the employee stock-based compensation plans under the provisions of Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees," and related guidance. The pro forma information below is based on provisions of SFAS No. 123, "Accounting for Stock-Based Compensation," as amended by SFAS No. 148, "Accounting for Stock-Based Compensation-Transition and Disclosure," issued in December 2002. SFAS No. 148 requires that the pro forma information regarding net income and earnings per share are determined as if the Company had accounted for its employee stock options under the fair value method as prescribed by the Statement.

BLACK BOX CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

(Dollars in thousands, except per share amounts)

The following table shows the effects on net income and earnings per share if the Company had applied the fair value recognition provisions of SFAS No. 123, as amended, to the employee stock-based awards:

In thousands, except per share		Three months ended December 31,		Nine months ended December 31,	
		2004	2003	2004	2003
Net income	As reported	\$ 9,249	\$ 12,193	\$ 29,875	\$ 35,740
	Add: Stock-based employee compensation expense included in reported net income, net of				
	Deduct: related tax	—	—	445	—
	Total stock-based employee compensation expense determined by the fair value method for all awards, net of related tax	(2,482)	(2,257)	(7,501)	(7,638)
Net income	Pro forma	\$ 6,767	\$ 9,936	\$ 22,819	\$ 28,102
Earnings per share:	Basic-as reported	\$ 0.54	\$ 0.68	\$ 1.71	\$ 1.96
	Basic-pro forma	\$ 0.39	\$ 0.55	\$ 1.30	\$ 1.54
	Diluted-as reported	\$ 0.52	\$ 0.66	\$ 1.66	\$ 1.90
	Diluted-pro forma	\$ 0.38	\$ 0.54	\$ 1.27	\$ 1.50

The incremental fair value of each option grant is estimated on the date of grant using the Black-Scholes option-pricing model. The model requires the use of various assumptions. The following assumptions were used to determine the Fiscal 2005 and 2004 stock option expense:

**Weighted-average for the nine months
ended December 31**

	2004	2003
Expected life (in years)	5.0	4.8
Risk-free interest rate	3.32%	3.70%
Expected volatility rate	55%	55%
Dividend yield	0.3%	0.1%

Note 3: Inventories

Inventories are stated at the lower of cost or market. The first-in first-out average cost method is used to value the majority of the Company's inventory. However, some locations use other methods, including first-in first-out and actual current costs. The net inventory balances are as follows:

BLACK BOX CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

(Dollars in thousands, except per share amounts)

In thousands	December 31, 2004		March 31, 2004	
Raw materials	\$	814	\$	649
Finished goods		47,443		44,353
Subtotal		48,257		45,002
Excess and obsolete inventory reserves		(5,028)		(4,840)
Inventory, net	\$	43,229	\$	40,162

Note 4: Comprehensive Income

Comprehensive income consisted of the following:

In thousands	Three months ended		Nine months ended	
	December 31,		December 31,	
	2004	2003	2004	2003
Net income	\$ 9,249	\$ 12,193	\$ 29,875	\$ 35,740
Other comprehensive income:				
Foreign currency translation adjustment	9,950	8,356	9,993	14,369
Unrealized (losses)/gains on derivatives designated and qualified as cash flow hedges, net of reclassification of unrealized (losses)/gains on expired derivatives	523	(200)	(231)	250
Comprehensive income	\$ 19,722	\$ 20,349	\$ 39,637	\$ 50,359

The components of accumulated other comprehensive income consisted of the following:

In thousands	December 31, 2004		March 31, 2004	
Foreign currency translation adjustment	\$	27,411	\$	17,418
Unrealized gains/(losses) on derivatives designated and qualified as cash flow hedges, net of reclassification of unrealized (losses)/gains on expired derivatives		223		454
Total accumulated other comprehensive income	\$	27,634	\$	17,872

Note 5: Earnings Per Share

Earnings per share are calculated by dividing net income by the weighted average number of common shares outstanding during the relevant periods. Diluted earnings per share are calculated by adjusting the weighted average number of common shares outstanding for potentially dilutive stock options. The following table details this calculation:

BLACK BOX CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

(Dollars in thousands, except per share amounts)

In thousands, except per share	Three months ended December 31,		Nine months ended December 31,	
	2004	2003	2004	2003
Net income, as reported	\$ 9,249	\$ 12,193	\$ 29,875	\$ 35,740
Weighted average shares outstanding	17,293	17,954	17,499	18,258
Effect of dilutive securities from employee stock options, net of tax savings	401	617	450	534
Weighted average diluted shares outstanding	17,694	18,571	17,949	18,792
Basic earnings per share	\$ 0.54	\$ 0.68	\$ 1.71	\$ 1.96
Diluted earnings per share	\$ 0.52	\$ 0.66	\$ 1.66	\$ 1.90

There is no impact to the weighted average share calculations during any period where the exercise price of a stock option is greater than the average market price during the same period. There were 2,050,707 and 921,469 non-dilutive options outstanding during the three months ended December 31, 2004 and 2003, respectively, and 889,942 and 2,642,466 non-dilutive options outstanding during the nine months ended December 31, 2004 and 2003, respectively that are not included in the above calculation.

Note 6: Derivative Instruments and Hedging Activities

All derivative instruments are accounted for under the provisions of SFAS No. 133, "Accounting for Derivative Instruments and Hedging Activities," as amended. The Company enters into derivative instruments to hedge exposure to variability in expected fluctuations in foreign currencies. All of the Company's derivatives have been designated and qualify as cash flow hedges. Hedge ineffectiveness related to cash flow hedges is reported in current period earnings as cost of sales. There was no hedge ineffectiveness during the nine months ended December 31, 2004.

At December 31, 2004, the Company had open contracts in Australian and Canadian Dollar, Danish Krone, Euro, Japanese Yen, Norwegian Kroner, Pound Sterling, Swedish Krona and Swiss Franc. These contracts had a notional amount of approximately \$33,721 and a fair value of \$34,634 and mature within the next nine months.

For the three and nine months ended December 31, 2004, the Company recognized in earnings approximately \$278 in net losses and \$1,434 in net gains on matured contracts, respectively.

BLACK BOX CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

(Dollars in thousands, except per share amounts)

Note 7: Goodwill and Other Intangible Assets

On April 1, 2001, the Company adopted SFAS No. 142, "Goodwill and Other Intangible Assets." Under this Statement, goodwill and intangible assets with indefinite useful lives are not amortized. The Company was required to perform an impairment test upon adoption. In addition, the Company is required to perform an impairment test annually, or as often as impairment indicators are present. The Company's policy is to perform the annual impairment test during the third quarter of the fiscal year.

At the time of adoption, the Company performed the required impairment test by comparing the fair value of each reporting unit to its carrying value. The Company concluded that no impairment existed. The Company performed the annual test for Fiscal 2002 and 2003 and concluded that no impairment existed. During the fourth quarter of Fiscal 2003, the reportable segments were changed and, as such, the Company was required by the Standard to reevaluate the outstanding goodwill and intangibles for impairment. The Company performed the required impairment testing and concluded that no impairment existed. Based on the policy, the Company has performed the annual test for Fiscal 2004 and Fiscal 2005, with the most recent test having been conducted during the third quarter of Fiscal 2005, and concluded that no impairment existed.

The Company has the following definite-lived intangibles:

In thousands	December 31, 2004			March 31, 2004		
	Gross Carrying Amount	Accum. Amort.	Net Carrying Amount	Gross Carrying Amount	Accum. Amort.	Net Carrying Amount
Non-Compete Agreements	\$ 2,399	\$ 630	\$ 1,769	\$ 2,246	\$ 439	\$ 1,807
Acquired Backlog	\$ 351	\$ 351	\$ —	\$ 331	\$ 331	\$ —
Total	\$ 2,750	\$ 981	\$ 1,769	\$ 2,577	\$ 770	\$ 1,807

The non-compete agreements are amortized over their estimated useful lives of 10 years. Amortization expense for the non-compete agreements was \$59 and \$64 for the three months ended December 31, 2004 and 2003, respectively, and \$187 and \$198 for the nine months ended December 31, 2004 and 2003, respectively.

Based on the amortizable intangibles recorded on the balance sheet at December 31, 2004, amortization expense for each of the next five years is estimated to be approximately \$236.

Intangible assets not subject to amortization consist solely of the Company's trademark portfolio. The net carrying amount at December 31, 2004 and March 31, 2004 was \$27,739.

The Company recorded the following changes in the net carrying amount of goodwill, by reporting segment:

BLACK BOX CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

(Dollars in thousands, except per share amounts)

Nine months ended December 31, 2004	North America	Europe	All Other	Total
Balance at beginning of period	\$ 311,540	\$67,358	\$ 1,871	\$380,769
Currency translation	50	5,799	31	5,880
Actual earnout payments	121	274	82	477
Other	—	(90)	—	(90)
Balance at end of period	\$ 311,711	\$73,341	\$ 1,984	\$387,036

At December 31, 2004, certain merger agreements provided for contingent payments of up to \$475. If future operating performance goals are met, goodwill will be adjusted for the amount of the contingent payments.

The changes in total intangible assets, net of accumulated amortization, from March 31, 2004 to December 31, 2004 are as follows:

Nine months ended December 31, 2004	Trademarks	Non-Competes and Backlog	Goodwill	Total
Balance as of March 31, 2004	\$ 27,739	\$ 1,807	\$380,769	\$410,315
Change in net intangible assets during the period related to:				
Amortization expense	—	(187)	—	(187)
Currency translation	—	149	5,880	6,029
Actual earnout payments	—	—	477	477
Other	—	—	(90)	(90)
Balance at end of period	\$ 27,739	\$ 1,769	\$387,036	\$416,544

Note 8: Repurchase of Common Stock

In April 1999, the Board of Directors of the Company initiated a plan to repurchase shares of the Company's Common Stock. The Company had minimal repurchases during the three months ended December 31, 2004. The Company repurchased 906,000 shares for the nine months ended December 31, 2004. Total cost of shares repurchased for the nine months ended December 31, 2004 was \$37,585. Since inception of the repurchase program, approximately 6,500,000 shares have been repurchased at a total cost of approximately \$278,000. Funding for the stock repurchases came primarily from cash flow from operations.

The Company expects to continue to repurchase shares; however, no assurance can be given as to the timing or amount of future repurchases. The Second Amended and Restated Credit Facility (see Note 9), provides that the Company is not permitted, without the consent of the lenders holding a majority of the commitments, which consent may not be unreasonably withheld, to purchase or repurchase Company Common Stock from January 24, 2005 through and including July 24, 2005.

BLACK BOX CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

(Dollars in thousands, except per share amounts)

Note 9: Indebtedness

Long-term debt is as follows:

In thousands	December 31, 2004	March 31, 2004
Revolving credit agreement	\$ 40,405	\$ 35,000
Other debt	262	1,238
Total debt	40,667	36,238
Less: current portion	(216)	(1,061)
Long-term debt	\$ 40,451	\$ 35,177

In April 2000, Black Box Corporation of Pennsylvania, a domestic subsidiary of the Company, entered into credit facilities with Mellon Bank, N.A., as agent, and a group of lenders consisting of a \$120,000 Long Term Revolver and a \$60,000 Short Term Revolver. In April 2002, the Long Term Revolver was extended to April 2005 and the Short Term Revolver was extended to April 2003 when it expired. In April 2003, Black Box Corporation of Pennsylvania entered into an agreement with Citizens Bank of Pennsylvania that replaced Mellon Bank, N.A. with Citizens Bank of Pennsylvania as the agent under the Long Term Revolver. Mellon Bank, N.A. continued to be a participant in the credit facilities. In June 2003, the Long Term Revolver was amended to include a swing line facility. Under the swing line facility, the Company was able to borrow up to \$5,000 at a LIBOR rate plus a margin. In June 2004, the Company terminated the Long Term Revolver and entered into a \$120,000 amended and restated credit facility with Citizens Bank of Pennsylvania, as agent, and a group of lenders (the "Amended and Restated Credit Facility"). Under the Amended and Restated Credit Facility, up to \$5,000 was available for use under a swing line facility (at a LIBOR rate plus a margin) and up to \$15,000 was available for use in connection with letters of credit. Other borrowings under the Amended and Restated Credit Facility bore interest, at the Company's option, at either the banks' base rate or LIBOR rate, in each case plus a margin. The applicable margins were adjusted each quarter based on the consolidated leverage ratio and ranged from 0.00% to 0.75% (0.00% at the end of 3Q05) for the base rate and 0.75% to 1.75% (0.75% at the end of 3Q05) for the LIBOR rate. The Company was also subject, under the Amended and Restated Credit Facility, to various financial and non-financial covenants. The Amended and Restated Credit Facility was scheduled to expire on August 31, 2008.

On January 24, 2005, in connection with the acquisition of Norstan, Inc. (see Note 14), the Company amended and restated the Amended and Restated Credit Facility (the "Second Amended and Restated Credit Facility"), also with Citizens Bank of Pennsylvania, as agent, and a group of lenders. Borrowings under the Second Amended and Restated Credit Facility are permitted up to a maximum amount of \$240,000, including up to \$15,000 of swingline loans and \$25,000 of letters of credit. The Second Amended and Restated Credit Facility may be increased by the Company up to an additional \$60,000 with the approval of the lenders and may be unilaterally and permanently reduced by the Company to not less than the then outstanding amount of all borrowings. Interest on outstanding indebtedness under the Second Amended and Restated Credit Facility accrues, at the Company's option, at a rate based on either: (a) the greater of (i) the prime rate per annum of the agent then in effect and (ii) 0.50% plus the rate per annum announced by the Federal Reserve Bank

BLACK BOX CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

(Dollars in thousands, except per share amounts)

of New York as being the weighted average of the rates on overnight Federal funds transactions arranged by Federal funds brokers on the previous trading day or (b) a rate per annum equal to the LIBOR rate plus 0.75% to 1.50% (determined by a leverage ratio based on the Company's EBITDA). The other terms and conditions of the Second Amended and Restated Credit Facility are substantially the same as the Amended and Restated Credit Facility. The Second Amended and Restated Credit Facility expires on August 31, 2008.

During the quarter ended December 31, 2004, the maximum amount and weighted average balance outstanding under the Amended and Restated Credit Facility was \$57,470 and \$52,727, respectively. As of December 31, 2004, the Company had \$8,004 outstanding in letters of credit and \$71,591 available under the Amended and Restated Credit Facility. The weighted average interest rate on all outstanding debt during the nine months ended December 31, 2004 was approximately 2.31%. At December 31, 2004, the Company is in compliance with all required covenants under the Amended and Restated Credit Facility.

The Company incurred \$235 in financing costs associated with the execution of the Amended and Restated Credit Facility. These costs are being amortized over the life of the facility and are recognized as a component of interest expense. For the nine months ended December 31, 2004, the Company recognized \$28 in interest expense related to these costs. In connection with the execution of the Second Amended and Restated Credit Facility, the Company incurred approximately \$1,100 in financing costs during the fourth quarter of Fiscal 2005. These costs will begin amortizing in January 2005 over the life of the facility.

Note 10: Restructuring

In the fourth quarter of Fiscal 2003, the Company recorded a restructuring charge of \$6,536 primarily related to staffing level adjustments and real estate consolidations. Of this charge, \$5,034 related to severance for 245 total team members (\$4,299 related to severance for 130 team members in Europe; \$581 related to severance for 94 team members in North America; \$154 related to severance for 21 individuals in Latin America) and \$1,502 related to real estate consolidations.

In the fourth quarter of Fiscal 2002, the Company recorded a restructuring charge of \$3,500 primarily related to adjusting staffing levels and real estate consolidations. Of this charge, \$2,168 related to severance for 105 total team members (\$1,830 related to severance for 60 team members in Europe; \$230 related to severance for 19 team members in Latin America; \$108 related to severance for 26 team members in North America) and \$1,332 related to real estate consolidations.

The following table details the components of the restructuring accruals for the nine months ended December 31, 2004:

BLACK BOX CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

(Dollars in thousands, except per share amounts)

In thousands	Balance at March 31, 2004	Cash Expenditures	Balance at December 31, 2004
Team Member Severance	\$ 352	\$ 233	\$ 119
Facility Closures	241	154	87
Total	\$ 593	\$ 387	\$ 206

The restructuring accruals are included as a component of other accrued expenses on the consolidated balance sheet.

Note 11: Segment Reporting

Based on the criteria of SFAS No. 131, "Disclosures about Segments of an Enterprise and Related Information," the Company reports operations in three segments. The primary reportable segments are comprised of North America, Europe and All Other. These segments reflect how executive management reviews the results of operations for the segments that make up the consolidated entity.

The Company continues to evaluate the performance of each segment based on operating income. Inter-segment sales, segment interest income or expense and expenditures for segment assets are not presented to or reviewed by management and, therefore, are not presented below.

Summary information by reportable segment is as follows:

In thousands	Three months ended December 31,		Nine months ended December 31,	
	2004	2003	2004	2003
North America				
Revenues	\$ 78,642	\$ 84,665	\$242,966	\$259,555
Operating income	8,345	10,900	27,090	34,595
Depreciation	1,302	1,091	3,237	3,325
Amortization	14	17	56	40
Segment assets	556,067	566,474	556,067	566,474
Europe				
Revenues	\$ 38,947	\$ 38,309	\$107,337	\$103,944
Operating income	4,016	6,325	13,365	16,278
Depreciation	295	429	934	1,232
Amortization	39	39	116	141
Segment assets	142,293	130,640	142,293	130,640
All Other				
Revenues	\$ 9,307	\$ 10,093	\$ 27,543	\$ 27,183
Operating income	1,836	2,399	6,685	6,418
Depreciation	61	86	199	267
Amortization	6	8	15	17
Segment assets	16,633	17,427	16,633	17,427

BLACK BOX CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

(Dollars in thousands, except per share amounts)

The sum of the segment revenues, operating income, depreciation and amortization equals the total consolidated revenues, operating income, depreciation and amortization. The following reconciles segment assets to total consolidated assets:

In thousands	December 31, 2004	March 31, 2004
Assets for North America, Europe and All Other segments	\$ 714,993	\$ 704,522
Corporate eliminations	(83,841)	(88,233)
Total consolidated assets	\$ 631,152	\$ 616,289

Management also reviews revenues by service type. The following information is presented:

In thousands	Three months ended		Nine months ended	
	December 31,		December 31,	
	2004	2003	2004	2003
Revenues				
Hotline services	\$ 57,267	\$ 61,538	\$172,091	\$176,508
Data services	53,410	54,305	152,136	161,448
Voice services	16,219	17,224	53,619	52,726
Total revenues	\$126,896	\$133,067	\$377,846	\$390,682

Note 12: Commitments and Contingencies

Litigation

The Company is, as a normal part of its business operations, a party to legal proceedings in addition to those described in current and previous filings. Based on the facts currently available, management believes legal matters are adequately provided for, covered by insurance, without merit or not probable that an unfavorable outcome will result.

The Company received a subpoena, dated December 8, 2004, from the United States General Services Administration, Office of Inspector General (the "OIG"). The subpoena requires production of documents and information. The Company understands that the materials are being sought in connection with an investigation regarding potential violations of the terms of a GSA Multiple Award Schedule contract. The Company is reviewing this matter and is complying with the requirements of the subpoena.

On January 25, 2005, the Company completed the acquisition of Norstan, Inc. ("Norstan") (see Note 14). Prior to the Company's acquisition of Norstan, Norstan had disclosed that, in April 2004, it had received a Commitment Adjustment Letter from the Universal Services Administrative Company (USAC), which oversees the Federal Communications Commission's School and Libraries Program of the Universal Service Fund, also called the "E-rate program." Funding commitments under the E-rate program provide for discounts on eligible services such as telecommunications services, internet access, network equipment and wiring of instructional buildings and classrooms to connect to the Internet. Norstan's previous disclosure stated that USAC

BLACK BOX CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

(Dollars in thousands, except per share amounts)

had informed Norstan that USAC had undertaken an audit of the Navajo Preparatory School (Navajo Prep) project for funding year 2001, in which Norstan had installed specific equipment and services for which it had received approximately \$2,200, and that the audit report concluded that Navajo Prep had not complied with key requirements of the E-rate program and, consistent with E-rate policies, USAC was seeking recovery of the full amount disbursed to Norstan on behalf of Navajo Prep. Norstan noted that, in June 2004, it had filed an appeal with USAC, had begun an internal investigation of the Navajo Prep project and had established a reserve of \$2,200 during the fourth quarter of its Fiscal 2004. Norstan further reported that, as a result of the internal investigation, Norstan had decided not to pursue the appeal and that, on its own initiative, Norstan would review its other E-rate projects for compliance with E-rate program requirements.

The Company is working with Norstan on completion of the investigation and resolution of this matter. The Company believes that Norstan received approximately \$11,000 from E-rate projects to date under that program.

Product Warranties

Estimated future warranty costs related to certain products are charged to operations in the period the related revenue is recognized. The product warranty liability reflects the Company's best estimate of probable liability under those warranties.

There has been no significant or unusual activity during the three and nine months ended December 31, 2004. As of December 31, 2004 and March 31, 2004, the Company has recorded a warranty reserve of \$378 and \$422, respectively.

The accrual for product warranties is classified with other accrued expenses in the consolidated balance sheet. The expense for product warranties is classified with cost of sales in the consolidated income statement.

Note 13: Recent Accounting Pronouncements

Derivative Instruments

Effective April 1, 2003, the Financial Accounting Standards Board ("FASB") issued SFAS No. 149, "Amendment of Statement 133 on Derivative Instruments and Hedging Activities." This Statement amends SFAS No. 133 for certain decisions made by the FASB as part of the Derivatives Implementation Group process and further clarifies the accounting and reporting standards for derivative instruments including derivatives embedded in other contracts and for hedging activities. The provisions of this Statement are to be prospectively applied effective for contracts entered into or modified after June 30, 2003 and for hedging relationships designated after June 30, 2003. The adoption of this Statement did not have a material impact on the Company's financial position and results of operations.

BLACK BOX CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

(Dollars in thousands, except per share amounts)

Variable Interest Entities

In January 2003, the FASB issued Interpretation No. 46, "Consolidation of Variable Interest Entities, an Interpretation of ARB No. 51" (FIN No. 46). The guidance expanded upon and clarified existing accounting guidance that addresses when a company should include in its financial statements the assets, liabilities and activities of variable interest entities, including special-purpose entities or off-balance sheet structures. In December 2003, the FASB issued a revision to FIN No. 46 (FIN No. 46R) that modified some of the provisions and effective dates of FIN No. 46, and provided exemptions to certain entities from the original guidance. FIN No. 46R set forth criteria to be used in determining whether an investment in a variable interest entity should be consolidated, and is based on the general premise that companies that control another entity through interests other than voting interests should consolidate the controlled entity. The consolidation requirements of FIN No. 46 apply immediately to variable interest entities created after January 31, 2003. As amended, the consolidation requirements apply to older entities in the first fiscal year or interim period ending after March 15, 2004. Certain of the disclosure requirements apply in all financial statements issued after January 31, 2003, regardless of when the variable interest entity was established. There was no impact to the Company upon the adoption of FIN No. 46 and FIN No. 46R .

Financial Instruments

In May 2003, the FASB issued SFAS No. 150, "Accounting for Certain Financial Instruments with Characteristics of both Liabilities and Equity." This Statement establishes standards for how a company classifies and measures certain financial instruments with characteristics of both liabilities and equity. This Statement is effective for all financial instruments entered into or modified after May 31, 2003. On November 7, 2003, the FASB issued FASB Staff Position No. 150-3, which deferred the effective date for an indefinite period with the exception of the disclosure provision. The Company has evaluated the impact of adoption of the standard noting it has no impact to its financial position and results of operations.

Stock-Based Compensation

On March 31, 2004, the FASB issued an exposure draft, "Share-Based Payment, an Amendment of FASB Statements No. 123 and 95." The proposed change in accounting would replace existing requirements under SFAS No. 123, "Accounting for Stock-Based Compensation," and APB Opinion No. 25, "Accounting for Stock Issued to Employee." The exposure draft covers a wide range of equity-based compensation arrangements. Under the FASB's proposal, all forms of share-based payments to employees, including employee stock options, would be treated the same as other forms of compensation by recognizing the related cost in the income statement. The expense of the award would be measured at fair value at the grant date. On October 13, 2004, the FASB deferred the effective date of the proposal to periods beginning after June 15, 2005. On December 16, 2004, the FASB issued its final ruling on this Standard. Based on the final Standard, the Company will transition to the new requirements of the Statement by using the modified version of prospective application. This transition method requires compensation cost to be recognized on the date of adoption for any outstanding unvested share-based payments, based on the grant date fair value as calculated under FAS 123. The Company anticipates the impact to be consistent with that disclosed each quarter in Note 2, Stock-Based Compensation. The Company plans to adopt the Standard as of the second quarter of Fiscal 2006 ending September 30, 2005.

BLACK BOX CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

(Dollars in thousands, except per share amounts)

Note 14: Norstan Acquisition

On December 20, 2004, the Company signed a definitive agreement to acquire all of the outstanding shares of Norstan common stock for \$5.60 per share in cash via a tender offer and merger. The transaction had an enterprise value of approximately \$95,000 based upon approximately 13.8 million common shares outstanding, the net payment for cancellation of outstanding options and warrants and the assumption of approximately \$12,400 in debt, net of cash, as of October 30, 2004.

On January 25, 2005 the Company completed its cash tender offer and purchased approximately 86% of the outstanding shares of Norstan common stock. Also, on January 25, 2005, the Company acquired additional Norstan shares through the exercise of a stock option granted by Norstan in order to allow it to complete a short-form merger under Minnesota law. The remaining Norstan shares not acquired in the tender offer were then acquired through the short-form merger, also effected on January 25, 2005. In the merger, each share of Norstan common stock was converted into the right to receive \$5.60 per share in cash, the same consideration paid for shares in the tender offer. As a result of the tender offer and merger, Norstan is now a wholly-owned subsidiary of the Company.

The cost of the Norstan acquisition was funded with borrowings under the Second Amended and Restated Credit Facility described in Note 9.

ITEM 2. — MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS.

The Company offers one-source network infrastructure services for: data networks (Data Services), including structured cabling for wired and wireless systems; voice systems (Voice Services), including new and upgraded telephony systems; and 24/7/365 hotline technical support (Hotline Services) for more than 90,000 network infrastructure products that it sells through its catalog, Internet Web site and on-site service offices.

The Company manages its business based on geographic segments: North America, Europe and All Other. In addition, certain revenue and gross profit information by service type is also provided herein for purposes of further analysis.

On January 25, 2005, the Company completed the acquisition of Norstan, Inc. (“Norstan”). Norstan is a full-service communications solutions company that delivers voice and data technologies and services and remanufactured equipment to corporate end-users and public sector companies. Norstan has offices located throughout the U.S. and Canada. Norstan’s results of operations will be included in the Company’s financial statements from the completion date of the acquisition. Norstan’s revenues will be included in Voice Services.

Dollars in Thousands

The tables below should be read in conjunction with the following discussion.

	<u>Three months ended December 31,</u>		<u>Nine months ended December 31,</u>	
	<u>2004</u>	<u>2003</u>	<u>2004</u>	<u>2003</u>
	<u>(3Q05)</u>	<u>(3Q04)</u>	<u>(3Q05YTD)</u>	<u>(3Q04YTD)</u>
	<u>% of</u>	<u>% of</u>	<u>% of</u>	<u>% of</u>
	<u>total</u>	<u>total</u>	<u>total</u>	<u>total</u>
	<u>revenues</u>	<u>revenues</u>	<u>revenues</u>	<u>revenues</u>
By Geography				
Revenues:				
North America	\$ 78,642	62%	\$ 84,665	64%
Europe	38,947	31%	38,309	29%
All Other	9,307	7%	10,093	7%
Total	\$126,896	100%	\$133,067	100%
Operating Income:				
North America	\$ 8,345		\$ 10,900	
% of North America revenues	10.6%		12.9%	
Europe	\$ 4,016		\$ 6,325	
% of Europe revenues	10.3%		16.5%	
All Other	\$ 1,836		\$ 2,399	
% of All Other revenues	19.7%		23.8%	
Total	\$ 14,197		\$ 19,624	
% of Total revenues	11.2%		14.7%	
			\$ 27,090	\$ 34,595
			11.1%	13.3%
			\$ 13,365	\$ 16,278
			12.5%	15.7%
			\$ 6,685	\$ 6,418
			24.3%	23.6%
			\$ 47,140	\$ 57,291
			12.5%	14.7%

	Three months ended December 31,				Nine months ended December 31,			
	2004		2003		2004		2003	
	(3Q05)		(3Q04)		(3Q05YTD)		(3Q04YTD)	
		<u>% of total revenues</u>		<u>% of total revenues</u>		<u>% of total revenues</u>		<u>% of total revenues</u>
By Service Type								
Revenues:								
Hotline Services	\$ 57,267	45%	\$ 61,538	46%	\$172,091	46%	\$176,508	45%
Data Services	53,410	42%	54,305	41%	152,136	40%	161,448	41%
Voice Services	16,219	13%	17,224	13%	53,619	14%	52,726	14%
Total	\$126,896	100%	\$133,067	100%	\$377,846	100%	\$390,682	100%
Gross Profit:								
Hotline Services	\$ 29,400		\$ 32,241		\$ 90,595		\$ 92,212	
% of Hotline Services revenues	51.3%		52.4%		52.6%		52.2%	
Data Services	\$ 16,149		\$ 16,267		\$ 46,011		\$ 51,404	
% of Data Services revenues	30.2%		30.0%		30.2%		31.8%	
Voice Services	\$ 5,469		\$ 6,133		\$ 18,607		\$ 18,347	
% of Voice Services revenues	33.7%		35.6%		34.7%		34.8%	
Total	\$ 51,018		\$ 54,641		\$155,213		\$161,963	
% of Total revenues	40.2%		41.1%		41.1%		41.5%	

I. Third Quarter Fiscal 2005 (3Q05) Compared to Third Quarter Fiscal 2004 (3Q04):

Total Revenues

Total revenues for 3Q05 were \$126,896, a decrease of 5% compared to 3Q04 total revenues of \$133,067. If exchange rates relative to the U.S. dollar had remained constant from the third quarter last year, 3Q05 total revenues would have been lower by an additional \$3,646, for a total decrease of 7%.

Revenues by Geography

North America Revenues

Revenues in North America were \$78,642 for 3Q05, a decrease of 7% compared to \$84,665 for 3Q04. The North America revenue decline was generally due to weak general economic conditions that affected client demand. If exchange rates relative to the U.S. dollar had remained unchanged from 3Q04, revenues would have been lower by an additional \$74, with no change to the percentage decrease.

Europe Revenues

Revenues in Europe were \$38,947 for 3Q05, an increase of 2% compared to \$38,309 for 3Q04. The Europe revenue increase was primarily due to \$3,333 of positive impact of exchange rates relative to the U.S. dollar, partially offset by a reduction in revenues due to weak general economic conditions that affected client demand. If exchange rates relative to the U.S. dollar had remained unchanged from 3Q04, Europe revenues would have decreased 7%.

All Other Revenues

Revenues for All Other were \$9,307 for 3Q05, a decrease of 8% compared to \$10,093 for 3Q04. The revenue decline in these regions was primarily due to weak general economic conditions that affected client demand. If exchange rates relative to the U.S. dollar had remained unchanged from 3Q04, All Other revenues would have decreased by an additional \$238 for a total decrease of 10%.

Revenues by Service Type

Hotline Services

Revenues from hotline services for 3Q05 were \$57,267, a decrease of 7% compared to \$61,538 for 3Q04. The Company believes the overall decline in hotline services revenues was driven by weak general economic conditions that affected client demand, offset in part by \$2,272 positive impact of exchange rates relative to the U.S. dollar for its international hotline services. If exchange rates relative to the U.S. dollar had remained unchanged from 3Q04, hotline services revenue would have decreased 11%.

Data Services

Revenues from data services were \$53,410 for 3Q05, a decrease of 2% compared to \$54,305 for 3Q04. The Company believes the overall decline in data services revenue was driven by weak general economic conditions that affected client demand, offset in part by \$1,373 positive impact of exchange rates relative to the U.S. dollar for its international data services. If exchange rates relative to the U.S. dollar had remained unchanged from 3Q04, data services revenue would have decreased 4%.

Voice Services

Revenues from voice services were \$16,219 for 3Q05, a decrease of 6% compared to \$17,224 for 3Q04. The Company believes the overall decline in voice services revenue was driven by weak general economic conditions that affected client demand. There was no exchange rate impact on voice services revenue as all of the Company's voice services revenue is denominated in U.S. dollars.

Gross Profit

Gross profit dollars for 3Q05 decreased to \$51,018 from \$54,641 for 3Q04. The decrease in gross profit dollars over prior year was due to the decline in revenues. Gross profit as a percent of revenues for 3Q05 were 40.2% of revenues, comparable to 41.1% of revenues for 3Q04.

Gross profit dollars for hotline services for 3Q05 was \$29,400, or 51.3% of revenues, compared to \$32,241, or 52.4% of revenues, for 3Q04.

Gross profit dollars for data services for 3Q05 was \$16,149, or 30.2% of revenues, compared to \$16,267, or 30.0% of revenues, for 3Q04.

Gross profit dollars for voice services for 3Q05 was \$5,469, or 33.7% of revenues, compared to \$6,133, or 35.6% of revenues, for 3Q04.

SG&A Expenses

Selling, general and administrative (“SG&A”) expenses for 3Q05 were \$36,762, an increase of \$1,809 over SG&A expenses of \$34,953 for 3Q04. SG&A expenses as a percent of revenues for 3Q05 increased to 29.0% of revenues from 26.3% of revenues for 3Q04. The dollar and percentage increase is primarily due to the increased costs related to professional services engaged in relation to the Company’s compliance with the requirements of Section 404 of the Sarbanes-Oxley Act of 2002, as well as increases in expenses related to worldwide marketing costs.

Intangibles Amortization

Intangibles amortization for 3Q05 was \$59, comparable to intangibles amortization of \$64 for 3Q04.

Operating Income

Operating income for 3Q05 was \$14,197, or 11.2% of revenues, compared to \$19,624, or 14.7% of revenues, for 3Q04.

The decrease in operating income dollars is primarily due to the decrease in revenues while the decline in the operating income as a percentage of revenues was due primarily to the additional SG&A expenses as a percentage of revenues as described above.

Net Interest Expense

Net interest expense for 3Q05 increased to \$519 from \$498 for 3Q04 due to an increase in the weighted average interest rate of approximately 0.9% during the period from 3Q04 to 3Q05, offset in part by a decrease in the weighted average outstanding debt to approximately \$52,727 during 3Q05 from approximately \$54,122 during 3Q04.

Provision for Income Taxes

The tax provision for 3Q05 was \$4,383, an effective tax rate of 32.2%, compared to a tax provision for 3Q04 of \$6,858, an effective tax rate of 36.0%. The tax rate for 3Q05 was lower than 3Q04 due to the Company’s reassessment of the annual effective rate to reflect the effect of implementation of various international tax planning strategies.

The annual effective tax rate is lower than the U.S. statutory rate of 35.0% primarily due to foreign income taxes at rates lower than 35.0%. The Company anticipates that its deferred tax asset benefit is realizable.

Net Income

Net income for 3Q05 was \$9,249, or 7.3% of revenues, compared to \$12,193, or 9.2% of revenues, for 3Q04. The decrease in net income dollars is primarily due to the year over year decline in revenues and the increase in SG&A expenses. The decrease in net income percentage was due primarily to the increase in SG&A costs as a percent of revenues.

II. Nine Months Fiscal 2005 (3Q05YTD) Compared to Nine Months Fiscal 2004 (3Q04YTD):

Total Revenues

Total revenues for 3Q05YTD were \$377,846, a decrease of 3% compared to 3Q04YTD total revenues of \$390,682. If exchange rates relative to the U.S. dollar had remained constant from the same period last year, 3Q05YTD total revenues would have been lower by an additional \$10,175, for a total decrease of 6%.

Revenues by Geography

North America Revenues

Revenues in North America were \$242,966 for 3Q05YTD, a decrease of 6% compared to \$259,555 for 3Q04YTD. The North America revenue decline was generally due to weak general economic conditions that affected client demand. If exchange rates relative to the U.S. dollar had remained unchanged from the same period last year, 3Q05YTD North America revenues would have been lower by an additional \$160, with no change to the percentage decrease.

Europe Revenues

Revenues in Europe were \$107,337 for 3Q05YTD, an increase of 3% compared to \$103,944 for 3Q04YTD. The Europe revenue increase was due to \$8,798 of positive impact of exchange rates relative to the U.S. dollar, partially offset by a reduction in revenues due to weak general economic conditions that affected client demand. If exchange rates relative to the U.S. dollar had remained unchanged from the same period last year, 3Q05YTD Europe revenues would have decreased 5%.

All Other Revenues

Revenues for All Other were \$27,543 for 3Q05YTD, an increase of 1% compared to \$27,183 for 3Q04YTD. The revenue increase in these regions was due to \$1,218 of positive impact of exchange rates relative to the U.S. dollar. If exchange rates relative to the U.S. dollar had remained unchanged from the same period last year, 3Q05YTD All Other revenues would have decreased 3%. The Company believes the overall decline in All Other revenues was driven by weak general economic conditions that affected client demand.

Revenues by Service Type

Hotline Services

Revenues from hotline services were \$172,091 for 3Q05YTD, a decrease of 3% compared to revenues of \$176,508 for 3Q04YTD. If exchange rates relative to the U.S. dollar for its international hotline services had remained unchanged from the same period last year, 3Q05YTD hotline services revenue would have decreased by \$10,705 or 6%. The Company believes the overall decline in hotline services demand was driven by weak general economic conditions that affected client demand.

Data Services

Revenues from data services were \$152,136 for 3Q05YTD, a decrease of 6% compared to \$161,448 for 3Q04YTD. The Company believes the overall decline in data services revenue was driven by weak general economic conditions that affected client demand, offset in part by \$3,887 positive impact of exchange rates relative to the U.S. dollar for its international data services. If exchange rates relative to the U.S. dollar had remained unchanged from the same period last year, 3Q05YTD data services revenue would have decreased 8%.

Voice Services

Revenues from voice services were \$53,619 for 3Q05YTD, an increase of 2% compared to \$52,726 for 3Q04YTD. The Company believes the overall increase in voice services revenue was driven by client demand. There was no exchange rate impact on voice services revenue as all of the Company's voice services revenue is denominated in U.S. dollars.

Gross Profit

Gross profit dollars for 3Q05YTD decreased to \$155,213 from \$161,963 for 3Q04YTD. The decrease in gross profit dollars over prior year was due to the decline in revenues. Gross profit as a percent of revenues for 3Q05YTD of 41.1% was comparable to 41.5% of revenues for 3Q04YTD.

Gross profit dollars for hotline services for 3Q05YTD was \$90,595, or 52.6% of revenues, compared to \$92,212, or 52.2% of revenues, for 3Q04YTD. Gross profit dollars for data services for 3Q05YTD was \$46,011, or 30.2% of revenues, compared to \$51,404, or 31.8% of revenues, for 3Q04YTD. Gross profit dollars for voice services for 3Q05YTD was \$18,607, or 34.7% of revenues, compared to \$18,347, or 34.8% of revenues, for 3Q04YTD.

SG&A Expenses

Selling, general and administrative ("SG&A") expenses for 3Q05YTD were \$107,886, an increase of \$3,412 over SG&A expenses of \$104,474 for 3Q04YTD. SG&A expenses as a percent of revenues for 3Q05YTD were 28.6% of revenues compared to 26.7% of revenues for 3Q04YTD. The dollar and percentage increase is primarily due to the increased costs related to the disclosed settlement of a securities class action matter, stock based compensation expense for a retiring director and worldwide marketing costs as well as additional professional services incurred relating to accounting and auditing activities as well as professional services engaged in relation to the Company's compliance with Section 404 of the Sarbanes-Oxley Act of 2002.

Intangibles Amortization

Intangibles amortization for 3Q05YTD of \$187 was comparable to \$198 for 3Q04YTD.

Operating Income

Operating income for 3Q05YTD was \$47,140, or 12.5% of revenues, compared to \$57,291, or 14.7% of revenues, for 3Q04YTD.

The decrease in operating income dollars is primarily due to the decrease in revenues while the decline in the operating income as a percentage of revenues was due primarily to the additional SG&A expenses as a percentage of revenues as described above.

Net Interest Expense

Net interest expense for 3Q05YTD increased to \$1,436 from \$1,358 for 3Q04YTD due to an increase in the weighted average interest rate of approximately 0.3% during the period from 3Q04YTD to 3Q05YTD, offset in part by a decrease in the weighted average outstanding debt to approximately \$50,968 during 3Q05YTD from approximately \$53,405 during 3Q04YTD.

Provision for Income Taxes

The tax provision for 3Q05YTD was \$15,736, an effective tax rate of 34.5%, compared to a tax provision for 3Q04YTD of \$20,102, an effective tax rate of 36.0%. The tax rate for 3Q05YTD was lower than 3Q04YTD due to the Company's reassessment of the annual effective rate to reflect the effect of implementation of various international tax planning strategies.

The annual effective tax rate is lower than the U.S. statutory rate of 35.0% primarily due to foreign income taxes at rates lower than 35.0%. The Company anticipates that its deferred tax asset benefit is realizable.

Net Income

Net income for 3Q05YTD was \$29,875, or 7.9% of revenues, compared to \$35,740, or 9.1% of revenues, for 3Q04YTD. The decrease in net income dollars is primarily due to the year over year decline in revenues and the increase in SG&A expenses. The decrease in net income percentage was due primarily to the increase in SG&A costs as a percent of revenues.

III. Liquidity and Capital Resources:

Cash Flows from Operating Activities

Cash Provided by Operating Activities for 3Q05YTD and 3Q04YTD was \$34,405 and \$46,592, respectively. Reflected as a source of cash from operating activities in 3Q05YTD are decreases in net accounts receivable and other current assets, while an increase in inventories, unbilled accounts receivable and a net decrease in current liabilities were a use of cash flow. In 3Q04YTD, decreases in accounts receivables and unbilled accounts and other current assets were a source of cash flow from operating activities, while an increase in inventories and a net decrease in current liabilities were a use of cash flow.

As of the end of 3Q05YTD, the Company had cash and cash equivalents of \$10,947, working capital of \$120,356 and long-term debt of \$40,451.

The Company anticipates that approximately \$3,000 to \$3,500 will be incurred during Fiscal 2005 for costs related to the implementation, documentation and testing requirements of Section 404 of the Sarbanes-Oxley Act of 2002. As of 3Q05YTD, the Company has incurred approximately \$1,800 related to this requirement.

The Company believes that its cash provided by operating activities and availability under its credit facility will be sufficient to fund the Company's working capital requirements, planned capital expenditures and dividend program for the next 12 months.

Investing Activities

The net cash impact of merger transactions and prior merger-related payments during 3Q05YTD were \$498. During 3Q05YTD, capital expenditures were \$2,579, while capital disposals were \$730. Capital expenditures for Fiscal 2005 are projected to be \$3,000 to \$4,000 and will be spent primarily on information systems, general equipment and facility improvements. This compares to capital expenditures of \$1,357 and capital disposals of \$1,385 in 3Q04YTD.

Financing Activities

Total Debt

In April 2000, Black Box Corporation of Pennsylvania, a domestic subsidiary of the Company, entered into credit facilities with Mellon Bank, N.A., as agent, and a group of lenders consisting of a \$120,000 Long Term Revolver and a \$60,000 Short Term Revolver. In April 2002, the Long Term Revolver was extended to April 2005 and the Short Term Revolver was extended to April 2003 when it expired. In April 2003, Black Box Corporation of Pennsylvania entered into an agreement with Citizens Bank of Pennsylvania that replaced Mellon Bank, N.A. with Citizens Bank of Pennsylvania as the agent under the Long Term Revolver. Mellon Bank, N.A. continued to be a participant in the credit facilities. In June 2003, the Long Term Revolver was amended to include a swing line facility. Under the swing line facility, the Company was able to borrow up to \$5,000 at a LIBOR rate plus a margin. In June 2004, the Company terminated the Long Term Revolver and entered into a \$120,000 amended and restated credit facility with Citizens Bank of Pennsylvania, as agent, and a group of lenders (the "Amended and Restated Credit Facility"). Under the Amended and Restated Credit Facility, up to \$5,000 was available for use under a swing line facility (at a LIBOR rate plus a margin) and up to \$15,000 was available for use in connection with letters of credit.

Interest under the Amended and Restated Credit Facility was variable based on the Company's option of selecting the bank's LIBOR rate plus an applicable margin or the base rate plus an applicable margin. The majority of the Company's borrowings were under the LIBOR option. The applicable margin was adjusted each quarter based on the consolidated leverage ratio (as defined in the Amended and Restated Credit Facility). The applicable margin varied from 0.75% to 1.75% (0.75% at the end of 3Q05) on the LIBOR rate option and from 0.00% to 0.75% (0.0% at the end of 3Q05) on the base rate option. The Amended and Restated Credit Facility provided for the payment of quarterly commitment fees on unborrowed funds, also based on the consolidated leverage ratio. The commitment fee percentage ranged from 0.15% to 0.375% (0.15% at the end of 3Q05).

On January 24, 2005, in connection with the acquisition of Norstan, Inc. (see Note 14), the Company amended and restated the Amended and Restated Credit Facility (the "Second Amended and Restated Credit Facility"), also with Citizens Bank of Pennsylvania, as agent, and a group of lenders. Borrowings under the Second Amended and Restated Credit Facility are permitted up to a maximum amount of \$240,000, including up to \$15,000 of swingline loans and \$25,000 of letters of credit. The Second Amended and Restated Credit Facility may be increased by the Company up to an additional \$60,000 with the approval of the lenders and may be unilaterally and permanently reduced by the Company to not less than the then outstanding amount of all borrowings. Interest on outstanding indebtedness under the Second Amended and Restated Credit Facility accrues, at the Company's option, at a rate based on either: (a) the greater of (i) the prime rate per annum of the agent then in effect and (ii) 0.50% plus the rate per annum announced by the Federal Reserve Bank of New York as being the weighted average of the rates on overnight Federal funds transactions arranged by Federal funds brokers on the previous trading day or (b) a rate per annum equal to the LIBOR rate plus 0.75% to 1.50% (determined by a leverage ratio based on the Company's EBITDA). The other terms and conditions of the Second Amended and Restated Credit Facility are substantially the same as the Amended and Restated Credit Facility. The Second Amended and Restated Credit Facility expires on August 31, 2008.

The Company's total debt at the end of 3Q05 of \$40,667 was comprised of \$40,405 under the Amended and Restated Credit Facility and \$262 of various other third-party, non-employee loans. The weighted average interest rate on all indebtedness of the Company during the third quarters ending December 31, 2004 and December 31, 2003 was approximately 2.77% and 1.85%, respectively. In addition, at the end of 3Q05, the Company had \$8,004 of letters of credit outstanding and \$71,591 available under the Amended and Restated Credit Facility.

Dividends

Beginning in the third quarter of Fiscal 2003 and in all subsequent quarters through 1Q05, the Company's Board of Directors declared quarterly cash dividends of \$0.05 per share on all outstanding shares of Common Stock. Beginning with its August 2004 dividend declaration, the Company declared an increase to its current annual dividend payment rate from \$0.20 to \$0.24 so as to provide an additional return on investment to its stockholders.

The dividend declared in 3Q05 totaled \$1,039 and was paid on January 14, 2005 to stockholders of record at the close of business on December 31, 2004. The dividend declared in 4Q05 will be paid on April 15, 2005 to stockholders of record at the close of business on March 31, 2005. While the Company expects to continue to declare dividends for the foreseeable future, there can be no assurance as to the timing or amount of such dividends.

Repurchase of Common Stock

During 3Q05, the Company had minimal repurchases. Repurchases for 3Q05YTD totaled approximately 900,000 shares for \$37,585. Since inception of the repurchase program in April 1999 through 3Q05, the Company has repurchased in aggregate approximately 6,500,000 shares for approximately \$278,000. Funding for the stock repurchases came primarily from existing cash flow from operations. Additional repurchases of stock may occur from time to time depending upon factors such as the Company's cash flows and general market conditions. While the Company expects to continue to repurchase shares for the foreseeable future, there can be no assurance as to the timing or amount of such repurchases. The Second Amended and Restated Credit Facility (see Note 9 of the Notes to Consolidated Financial Statements) provides that the Company is not permitted, without the consent of the lenders holding a majority of the commitments, which consent may not be unreasonably withheld, to purchase or repurchase Company Common Stock from January 24, 2005 through and including July 24, 2005.

Commitments and Contingencies

The information set forth under the caption "Litigation" in Note 12, "Commitments and Contingencies," of the Notes to Consolidated Financial Statements is incorporated herein by reference. An adverse result from such matters could be material to the Company's results of operations or liquidity for the period in which such adverse result occurs.

Foreign Currency Exchange Impact

The Company has operations, clients and suppliers worldwide, thereby exposing the Company's financial results to foreign currency fluctuations. In an effort to reduce this risk, the Company generally sells and purchases inventory based on prices denominated in U.S. dollars. Intercompany sales to subsidiaries are generally denominated in the subsidiaries' local currency, although intercompany sales to the Company's subsidiaries in Brazil, Mexico and Singapore are denominated in U.S. dollars.

The Company has entered and will continue in the future, on a selective basis, to enter into forward exchange contracts to reduce the foreign currency exposure related to certain intercompany transactions. On a monthly basis, the open contracts are revalued to fair market value, and the resulting gains and losses are recorded in accumulated other comprehensive income. These gains and losses offset the revaluation of the related foreign currency-denominated receivables and payables, which are also included in accumulated other comprehensive income in stockholders' equity on the Consolidated Balance Sheet. Gains and losses realized on contracts at maturity and any gain or loss on the satisfaction of intercompany amounts is recorded as a component of operating income.

At December 31, 2004, the open foreign exchange contracts were in Euro, Pound sterling, Canadian dollar, Swiss franc, Japanese yen, Swedish krona, Danish krone, Norwegian kroner and Australian dollar. The total open contracts, with a notional amount of approximately \$33,721, have a fair value of \$34,634 and will expire within nine months. The open contracts have contract rates of 0.7343 to 0.8232 Euro, 0.5155 to 0.5596 Pound sterling, 1.1834 to 1.3690 Canadian dollar, 1.1270 to 1.2408 Swiss franc, 101.20 to 113.32 Japanese yen, 6.5887 to 7.4821 Swedish krona, 5.6045 to 6.1275 Danish krone, 6.0494 to 6.7412 Norwegian kroner and 1.2801 to 1.4626 Australian dollar, all per U.S. dollar.

IV. Critical Accounting Policies:

The Company's critical accounting policies are described in the Notes to the Company's Consolidated Financial Statements for the year ended March 31, 2004 contained in the Company's Annual Report on Form 10-K. There have been no significant changes to these policies during the three subsequent quarters.

V. New Accounting Pronouncements:

See Notes to Consolidated Financial Statements.

VI. Inflation:

The overall effects of inflation on the Company have been nominal. Although long-term inflation rates are difficult to predict, the Company continues to strive to minimize the effect of inflation through improved productivity and cost reduction programs as well as price adjustments within the constraints of market competition.

VII. Forward Looking Statements:

When included in this Quarterly Report on Form 10-Q or in documents incorporated herein by reference, the words “expects,” “intends,” “anticipates,” “believes,” “estimates,” and analogous expressions are intended to identify forward-looking statements. Such statements are inherently subject to a variety of risks and uncertainties that could cause actual results to differ materially from those projected. Such risks and uncertainties include, among others, general economic and business conditions, competition, changes in foreign, political and economic conditions, fluctuating foreign currencies compared to the U.S. dollar, rapid changes in technologies, client preferences, the ability of the Company to identify, acquire and operate additional technical service companies, and various other matters, many of which are beyond the Company’s control. These and other risk factors are discussed in greater detail in the Company’s most recent Annual Report on Form 10-K on file with the SEC. These forward-looking statements are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995 and speak only as of the date of this Quarterly Report on Form 10-Q. The Company expressly disclaims any obligation or undertaking to release publicly any updates or any changes in the Company’s expectations with regard thereto or any change in events, conditions or circumstances on which any statement is based. In addition, while the Company does, from time to time, communicate with securities analysts and stockholders, it is against the Company’s practice to disclose to them any material non-public information or other confidential commercial information. Accordingly, stockholders should not assume that the Company agrees with any statement or report issued by any analyst irrespective of the content of the statement or report. Furthermore, the Company has a practice against issuing or confirming financial forecasts or projections issued by others. Thus, to the extent that reports issued by securities analysts contain any projections, forecasts or opinions, such reports are not the responsibility of the Company.

ITEM 3. — QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.

Dollars in Thousands

The Company is exposed to market risks in the ordinary course of business that include foreign currency exchange rates. In an effort to mitigate the risk, the Company will enter into forward exchange contracts on a selective basis. At December 31, 2004, the Company had open contracts, with a notional amount of approximately \$33,721 and a fair value of approximately \$34,634. A discussion of accounting for financial derivatives is included in Note 6 of the Notes to Consolidated Financial Statements.

In the ordinary course of business, the Company is also exposed to risks that interest rate increases may adversely affect funding costs associated with the variable rate debt. For the three-month periods ended December 31, 2004 and 2003, an instantaneous 100 basis point increase in the interest rate would reduce the Company's expected net income in the subsequent three months by \$8 and \$43, respectively, assuming the Company employed no intervention strategies.

The Company does not hold or issue any other financial derivative instruments nor does it engage in speculative trading of financial derivatives.

ITEM 4. — CONTROLS AND PROCEDURES.

An evaluation was performed, under the supervision and with the participation of Company management, including the Chief Executive Officer ("CEO") and Chief Financial Officer ("CFO"), of the effectiveness of the design and operation of the Company's disclosure controls and procedures (as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended (the "Act")). Based on that evaluation, the Company's management, including the CEO and CFO, has concluded that, as of December 31, 2004, except for the matters reported by Ernst & Young LLP ("E&Y"), the Company's former independent registered accounting firm, to management and the audit committee of the Company's Board of Directors as discussed in the next paragraph, the Company's disclosure controls and procedures were effective to ensure that information required to be disclosed in reports that the Company files or submits under the Act is recorded, processed, summarized and reported in accordance with the rules and forms of the SEC. In the third fiscal quarter ending December 31, 2004, there has been no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to affect, the Company's internal control over financial reporting, except for certain matters set forth in the next to last paragraph of this Item 4.

As set forth in Item 8 of the Company's Annual Report on Form 10-K for the fiscal year ended March 31, 2004, E&Y issued an unqualified opinion with respect to the financial statements for the fiscal year ended March 31, 2004. However, in connection with its fiscal year end audit procedures, E&Y reported to management and to the audit committee that the combination of identified reportable conditions under standards established by the American Institute of Certified Public Accountants, internal control deficiencies at the Company relating primarily to the internal control environment, the risk assessment process and the monitoring process that assesses the quality of the Company's internal control performance, which have been separately reported to the audit committee, and year-end audit adjustments constitute a material weakness in the Company's internal control over financial reporting. E&Y has advised the Company, however, that none of these conditions or concerns individually constitutes a material weakness.

Management and the audit committee believe that neither the matters reflected in the reportable conditions nor the other deficiencies involving internal control, individually or in the aggregate, had a material effect on the financial statements of the Company for the three and nine-months ended December 31, 2004.

The matters involving reportable conditions and other internal control deficiencies have been discussed in detail among management, the audit committee and E&Y. Management is evaluating the specific reportable conditions and other internal control deficiencies identified by E&Y and is developing, under the direction of the audit committee, measures to enhance internal control systems and procedures. The Company is taking actions to permit it to comply timely with Section 404 of the Sarbanes-Oxley Act of 2002 in respect of its internal control over financial reporting for fiscal year 2005, including the engagement of another independent accounting firm and a Section 404 compliance consulting firm to assist it with respect to Section 404 compliance measures, plans to add additional accounting resources, continues to implement financial control system enhancements, has established the position of Corporate Controller and has filled that position with an internal promotion of a qualified candidate, has engaged an accounting firm to assist the Company in establishing an internal audit function reporting to the audit committee and will take such other remedial measures that may be recommended by the audit committee. In addition to increased oversight by the audit committee, the Board of Directors has appointed a non-executive Chairman of the Board, as previously disclosed, and an individual who has significant public accounting experience has been elected as a director of the Company and Chairman of the audit committee. Notwithstanding these compliance measures, there can be no assurance that management will be able to conclude that the Company's internal control over financial reporting as of March 31, 2005 is effective, or that the registered public accounting firm that will audit the Company's financial statement for the year ending March 31, 2005 will be able to issue an attestation report on management's assessment of the Company's internal control over financial reporting as of that date.

It should be noted that the design of any system of controls is based in part upon certain assumptions about the likelihood of future events, and there can be no absolute assurance that any design will succeed in achieving its stated goals under all potential future conditions, regardless of how remote. However, the Company's disclosure controls have been designed to provide reasonable assurance of achieving the controls' stated goals.

PART II — OTHER INFORMATION

ITEM 1. — LEGAL PROCEEDINGS.

The Company is involved in, or has pending, various legal proceedings, claims, suits and complaints arising out of the normal course of business. The following information is provided to supplement the Company's previous disclosures regarding legal proceedings.

The Company received a subpoena, dated December 8, 2004, from the United States General Services Administration, Office of Inspector General (the "OIG"). The subpoena requires production of documents and information. The Company understands that the materials are being sought in connection with an investigation regarding potential violations of the terms of a GSA Multiple Award Schedule contract. The Company is reviewing this matter and is complying with the requirements of the subpoena.

On January 25, 2005, the Company completed the acquisition of Norstan, Inc. ("Norstan") (see Note 14). Prior to the Company's acquisition of Norstan, Norstan had disclosed that, in April 2004, it had received a Commitment Adjustment Letter from the Universal Services Administrative Company (USAC), which oversees the Federal Communications Commission's School and Libraries Program of the Universal Service Fund, also called the "E-rate program." Funding commitments under the E-rate program provide for discounts on eligible services such as telecommunications services, internet access, network equipment and wiring of instructional buildings and classrooms to connect to the Internet. Norstan's previous disclosure stated that USAC had informed Norstan that USAC had undertaken an audit of the Navajo Preparatory School (Navajo Prep) project for funding year 2001, in which Norstan had installed specific equipment and services for which it had received approximately \$2.2 million, and that the audit report concluded that Navajo Prep had not complied with key requirements of the E-rate program and, consistent with E-rate policies, USAC was seeking recovery of the full amount disbursed to Norstan on behalf of Navajo Prep. Norstan noted that, in June 2004, it had filed an appeal with USAC, had begun an internal investigation of the Navajo Prep project and had established a reserve of \$2.2 million during the fourth quarter of its Fiscal 2004. Norstan further reported that, as a result of the internal investigation, Norstan has decided not to pursue the appeal and that, on its own initiative, Norstan would review its other E-rate projects for compliance with E-rate program requirements.

The Company is working with Norstan on completion of the investigation and resolution of this matter. The Company believes that Norstan received approximately \$11 million from E-rate projects to date under that program.

Based on the facts currently available to the Company, management believes its legal matters are adequately provided for, covered by insurance, without merit or not probable that an unfavorable outcome will result.

ITEM 2. — UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS.**Issuer Purchases of Equity Securities**

Period	(a) Total Number of Shares (or Units) Purchased	(b) Average Price Paid per Share (or Unit)	(c) Total Number of Shares (or Units) Purchased as Part of Publicly Announced Plans or Programs	(d) Maximum Number (or Approximate Dollar Value) of Shares (or Units) that May Yet Be Purchased Under the Plans or Programs⁽¹⁾
October 3, 2004 to October 31, 2004	—	—	—	—
November 1, 2004 to November 28, 2004	252	\$ 42.33	252	1,059,222
November 29, 2004 to January 1, 2005	—	—	—	—
Total	252	\$ 42.33	252	1,059,222⁽²⁾

⁽¹⁾ As of October 2, 2004, 1,059,474 shares were available for repurchase under repurchase programs approved by the Board of Directors and announced on November 20, 2003 and August 12, 2004.

⁽²⁾ The repurchase programs have no expiration date and no programs were terminated prior to the full repurchase of the authorized amount.

Additional repurchases of stock may occur from time to time depending upon factors such as the Company's cash flows and general market conditions. While the Company expects to continue to repurchase shares for the foreseeable future, there can be no assurance as to the timing or amount of such repurchases. The Second Amended and Restated Credit Facility (see Note 9 of the Notes to Consolidated Financial Statements included in Part I, Item 1 of this Form 10-Q), provides that the Company is not permitted, without the consent of the lenders holding a majority of the commitments, which consent may not be unreasonably withheld, to purchase or repurchase Company Common Stock from January 24, 2005 through and including July 24, 2005.

ITEM 6. – EXHIBITS.

Exhibit No.	Description
2.1	Agreement and Plan of Merger, dated as of December 20, 2004, by and among Black Box Corporation, SF Acquisition Co. and Norstan, Inc. ⁽¹⁾
2.2	Tender and Voting Agreement, dated as of December 20, 2004, by and among Black Box Corporation, SF Acquisition Co. and Norstan, Inc. ⁽²⁾
2.3	Stock Option Agreement, dated as of December 20, 2004, by and among Black Box Corporation, SF Acquisition Co. and Norstan, Inc. ⁽³⁾
10.1	Second Amended and Restated Credit Agreement, dated as of January 24, 2005, by and among Black Box Corporation of Pennsylvania, SF Acquisition Co., the Guarantors, the Lenders and Citizens Bank of Pennsylvania ⁽⁴⁾
10.2	Guaranty and Surety Agreement, dated as of January 24, 2005, by Black Box Corporation to the Lenders and Citizens Bank of Pennsylvania ⁽⁵⁾
10.3	Guaranty and Surety Agreement, dated as of January 24, 2005, by the Guarantors to the Lenders and Citizens Bank of Pennsylvania ⁽⁵⁾
21.1	Subsidiaries of Registrant ⁽⁵⁾
31.1	Certification of the Chief Executive Officer pursuant to Rule 13a-14(a) of the Securities and Exchange Act of 1934, as amended, and Section 302 of the Sarbanes-Oxley Act of 2002 ⁽⁵⁾
31.2	Certification of the Chief Financial Officer pursuant to Rule 13a-14(a) of the Securities and Exchange Act of 1934, as amended, and Section 302 of the Sarbanes-Oxley Act of 2002 ⁽⁵⁾
32.1	Certification of the Chief Executive Officer and Chief Financial Officer pursuant to Rule 13a-14(b) of the Securities and Exchange Act of 1934, as amended, and 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 ⁽⁵⁾

(1) Incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K filed by Black Box Corporation on December 23, 2004.

(2) Incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed by Black Box Corporation on December 23, 2004.

(3) Incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K filed by Black Box Corporation on December 23, 2004.

(4) Incorporated by reference to Exhibit (b)(2) to Amendment No. 4 to the Schedule TO filed by Black Box Corporation and SF Acquisition Co. on January 26, 2005.

(5) Filed herewith.

SIGNATURE

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 thereunto duly authorized.

February 10, 2005

BLACK BOX CORPORATION

By: /s/ Michael McAndrew
Michael McAndrew
Chief Financial Officer, Treasurer
and Principal Accounting Officer

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(5) Filed herewith.

GUARANTY AND SURETYSHIP AGREEMENT

THIS GUARANTY AND SURETYSHIP AGREEMENT (this "**Guaranty**") dated as of the 24th day of January, 2005, made by BLACK BOX CORPORATION, a Delaware corporation ("**Guarantor**"), to the lenders parties to the Credit Agreement (as defined below) from time to time (the "**Lenders**") and CITIZENS BANK OF PENNSYLVANIA, a banking association organized under the laws of the Commonwealth of Pennsylvania, as agent for the Lenders (in such capacity, together with its successors in such capacity, the "**Agent**").

W I T N E S S E T H:

WHEREAS, Guarantor, Black Box Corporation of Pennsylvania ("**BBCPA**"), certain of the Lenders, the Agent (through its predecessor in interest, Mellon Bank, N.A.), and certain Subsidiaries of the Guarantor entered into that certain Credit Agreement dated April 4, 2000, as amended (the "**Original Credit Agreement**"), pursuant to which the Lenders made a revolving credit facility available to BBCPA;

WHEREAS, Guarantor, BBCPA, certain of the Lenders, the Agent, and certain Subsidiaries of the Guarantor entered into that certain Amended and Restated Credit Agreement dated as of June 30, 2004 which amended and restated the Original Credit Agreement (the "**Existing Credit Agreement**"), pursuant to which the Lender parties to the Existing Credit Agreement made a revolving credit facility available in the maximum aggregate amount of \$120,000,000 available to BBCPA;

WHEREAS, in connection with the Original Credit Agreement, the Guarantor executed and delivered to the Lenders and the Agent that certain Guaranty and Suretyship Agreement dated as of April 4, 2000, and in connection with the Existing Credit Agreement, the Guarantor executed and delivered to the Lenders and the Agent that certain Guaranty and Suretyship Agreement dated as of June 30, 2004 (collectively the "**Existing Guaranty**");

WHEREAS, Guarantor, BBCPA and SF Acquisition Co. (collectively with BBCPA, the "**Borrowers**"), the guarantor parties thereto, the Lenders and the Agent are parties to a Second Amended and Restated Credit Agreement, dated as of January 24, 2005 (as amended, the "**Credit Agreement**") which amends and restates the Existing Credit Agreement; and

WHEREAS, pursuant to the terms of the Credit Agreement, Lenders may make certain Loans to the Borrowers as evidenced in part by certain promissory notes of the Borrowers to each Lender dated of even date herewith (collectively, the "**Note**");

WHEREAS, the execution and delivery by Guarantor of this Guaranty is a condition to Lenders' obligation to make Loans to the Borrowers and to issue letters of credit on behalf of the Borrowers, and Guarantor, as owner, directly or indirectly, of all of the outstanding shares of stock of the Borrowers, expects to derive a financial benefit from the making of such Loans and issuances of such letters of credit; and

WHEREAS, this Guaranty amends and restates the Existing Guaranty.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged by Guarantor, and intending to be legally bound, Guarantor hereby agrees as follows:

ARTICLE I. DEFINITIONS

1.1 Definitions.

(a) Certain Definitions. Capitalized terms not otherwise defined herein shall have the meanings given in the Credit Agreement. In addition to the other terms defined elsewhere in this Agreement, as used herein the following terms shall have the following meanings:

“Guaranteed Obligations” shall mean all obligations from time to time of the Borrowers, collectively or individually, to the Agent or any Lender under or in connection with any Loan Document, including all obligations to pay principal, interest, fees, indemnities or other amounts under such Loan Documents, in each case whether such obligations are direct or indirect, secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising (including interest and other obligations arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, dissolution or similar proceeding with respect to the Borrowers or any other Person, or which would have arisen or accrued but for the commencement of such proceeding, even if such obligation or the claim therefor is not enforceable or allowable in such proceeding).

ARTICLE II. GUARANTY AND SURETYSHIP

2.1 Guaranty and Suretyship. The Guarantor hereby absolutely, unconditionally and irrevocably guarantees and becomes surety for the full and punctual payment and performance of the Guaranteed Obligations as and when such payment or performance shall become due (at scheduled maturity, by acceleration or otherwise) in accordance with the terms of the Loan Documents. This Agreement is an agreement of suretyship as well as of guaranty, is a guarantee of payment and performance and not merely of collectibility, and is in no way conditioned upon any attempt to collect from or proceed against the Borrowers or any other Person or any other event or circumstance. The obligations of the Guarantor under this Agreement are direct and primary obligations of the Guarantor and are independent of the Guaranteed Obligations, and a separate action or actions may be brought against the Guarantor regardless of whether action is brought against the Borrowers or any other Person or whether the Borrowers or any other Person is joined in any such action or actions.

2.2 Obligations Absolute. The Guarantor agrees that the Guaranteed Obligations will be paid and performed strictly in accordance with the terms of the Loan Documents, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting the Guaranteed Obligations, any of the terms of the Loan Documents or the rights of the Agent or any Lender or any other Person with respect thereto. The obligations of the

Guarantor under this Agreement shall be absolute, unconditional and irrevocable, irrespective of any of the following:

(a) any lack of legality, validity, enforceability, allowability (in a bankruptcy, insolvency, reorganization, dissolution or similar proceeding, or otherwise), or any avoidance or subordination, in whole or in part, of any Loan Document or any of the Guaranteed Obligations;

(b) any change in the amount, nature, time, place or manner of payment or performance of, or in any other term of, any of the Guaranteed Obligations (whether or not such change is contemplated by the Loan Documents as presently constituted, and specifically including any increase in the Guaranteed Obligations, whether resulting from the extension of additional credit to the Borrowers or otherwise), any execution of any additional Loan Documents, or any amendment or waiver of or any consent to departure from any Loan Document;

(c) any taking, exchange, release, impairment or nonperfection of any collateral, or any taking, release, impairment or amendment or waiver of or consent to departure from any other guaranty or other direct or indirect security for any of the Guaranteed Obligations;

(d) any manner of application of collateral or other direct or indirect security for any of the Guaranteed Obligations, or proceeds thereof, to any of the Guaranteed Obligations, or any commercially reasonable manner of sale or other disposition of any collateral for any of the Guaranteed Obligations or any other assets of the Borrowers;

(e) any permanent impairment by any Lender or any other Person of any recourse of the Guarantor against the Borrowers or any other Person, or any other permanent impairment by any Lender or any other Person of the suretyship status of the Guarantor;

(f) any bankruptcy, insolvency, reorganization, dissolution or similar proceedings with respect to, or any change, restructuring or termination of the corporate structure or existence of, the Borrowers, the Guarantor or any other Person; or

(g) any failure of any Lender or any other Person to disclose to the Guarantor any information pertaining to the business, operations, condition (financial or other) or prospects of the Borrowers or any other Person, or to give any other notice, disclosure or demand.

2.3 Waivers, etc. The Guarantor hereby irrevocably waives any defense to or limitation on its obligations under this Agreement arising out of or based upon any matter referred to in Section 2.2 and, without limiting the generality of the foregoing, any requirement of promptness, diligence or notice of acceptance, any other notice, disclosure or demand with respect to any of the Guaranteed Obligations and this Agreement, any requirement of acceptance hereof, reliance hereon or knowledge hereof by the Agent or any Lender, and any requirement that the Agent or any Lender protect, secure, perfect or insure any lien or any property subject thereto or exhaust any right or take any action against the Borrowers or any other Person or any collateral or other direct or indirect security for any of the Guaranteed Obligations.

Notwithstanding the foregoing sentence, the Guarantor's waiver under this Section 2.3 shall apply only to the Guarantor's obligations hereunder and shall not limit or waive any of the Guarantor's rights or obligations as a borrower under the Credit Agreement or any other subrogation rights.

2.4 Reinstatement. This Agreement shall continue to be effective, or be automatically reinstated, as the case may be, if at any time payment of any of the Guaranteed Obligations is avoided, rescinded or must otherwise be returned by the Agent or any Lender for any reason, all as though such payment had not been made.

2.5 No Stay. Without limiting the generality of any other provision of this Agreement, if any acceleration of the time for payment or performance of any Guaranteed Obligation, or any condition to any such acceleration, shall at any time be stayed, enjoined or prevented for any reason (including stay or injunction resulting from the pendency against the Borrowers or any other Person of a bankruptcy, insolvency, reorganization, dissolution or similar proceeding), the Guarantor agrees that, for purposes of this Agreement and its obligations hereunder, at the option of the Agent such Guaranteed Obligation shall be deemed to have been accelerated and such condition to acceleration shall be deemed to have been met.

2.6 Payments. All payments to be made by the Guarantor pursuant to this Agreement shall be made at the times and in the manner prescribed for payments in Articles II and III of the Credit Agreement, without setoff, counterclaim, withholding or other deduction of any nature. All payments made by the Guarantor pursuant to this Agreement may be applied to the Guaranteed Obligations and all other amounts payable under this Agreement in such order as the Agent may elect.

2.7 Subrogation. Etc. Any rights which the Guarantor may have or acquire by way of subrogation, reimbursement, restitution, exoneration, contribution or indemnity, and any similar rights (whether arising by operation of law, by agreement or otherwise), against the Borrowers arising from the existence, payment, performance or enforcement of any of the obligations of the Guarantor under or in connection with this Agreement, shall be subordinate in right of payment to the Guaranteed Obligations, and the Guarantor shall not exercise any such rights until all Guaranteed Obligations and all other obligations under this Agreement have been paid in cash or in such other manner as may be acceptable to the Agent and performed in full and all commitments to extend credit under, and all Letters of Credit issued under, the Loan Documents shall have terminated. If, notwithstanding the foregoing, any amount shall be received by the Guarantor on account of any such rights at any time prior to the time at which all Guaranteed Obligations and all other obligations under this Agreement shall have been paid in cash or in such other manner as may be acceptable to the Agent and performed in full and all commitments to extend credit under, and all Letters of Credit issued under, the Loan Documents shall have terminated, such amount shall be held by the Guarantor in trust for the benefit of the Lenders, segregated from other funds held by the Guarantor, and shall be forthwith delivered to Agent for the benefit of the Lenders in the exact form received by the Guarantor (with any necessary endorsement), to be applied to the Guaranteed Obligations, whether matured or unmatured, in such order as the Agent may elect, or to be held by the Agent as security for the Guaranteed Obligations and disposed of by the Agent in any lawful manner, all as the Agent may elect.

2.8 Continuing Agreement. This Agreement is a continuing guaranty and shall continue in full force and effect until all Guaranteed Obligations and all other amounts payable under this Agreement have been paid in cash or such other manner as may be acceptable to the Agent and performed in full, and all commitments to extend credit under, and all Letters of Credit issued under, the Loan Documents have terminated, subject in any event to reinstatement in accordance with Section 2.4. Without limiting the generality of the foregoing, the Guarantor hereby irrevocably waives any right to terminate or revoke this Agreement.

ARTICLE III. REPRESENTATIONS AND WARRANTIES

The Guarantor hereby represents and warrants to the Agent and the Lenders as follows:

3.1 Credit Agreement. The provisions of Article IV of the Credit Agreement are hereby incorporated by reference (together with all related definitions and cross references). The Guarantor hereby represents and warrants to the Agent and the Lenders as provided therein.

3.2 Representations and Warranties Remade at Each Extension of Credit. Each request (including any deemed request) by the Borrowers for any extension of credit under any Loan Document shall be deemed to constitute a representation and warranty by the Guarantor to the Agent and the Lenders that the representations and warranties made by the Guarantor in this Article III are true and correct on and as of the date of such request with the same effect as though made on and as of such date. Failure by the Agent to receive notice from the Guarantor to the contrary before the Lenders make any extension of credit under any Loan Document shall constitute a further representation and warranty by the Guarantor to the Agent and the Lenders that the representations and warranties made by the Guarantor in this Article III are true and correct on and as of the date of such extension of credit with the same effect as though made on and as of such date.

ARTICLE IV. COVENANTS

4.1 Covenants Generally. Reference is hereby made to the provisions of Articles VI and VII of the Credit Agreement (together with all related definitions and cross references). To the extent such provisions impose upon the Borrowers a duty to cause the Guarantor (or a Subsidiary of the Guarantor) to do or refrain from doing certain acts or things or to meet or refrain from meeting certain conditions, the Guarantor shall (or shall cause such Subsidiary of the Guarantor to, as the case may be) do or refrain from doing such acts or things, or meet or refrain from meeting such conditions, as the case may be.

ARTICLE V. MISCELLANEOUS

5.1 Amendments, etc. No amendment to or waiver of any provision of this Agreement, and no consent to any departure by the Guarantor herefrom, shall in any event be effective unless in a writing manually signed by or on behalf of each Lender and the Guarantor. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

5.2 No Implied Waiver: Remedies Cumulative. No delay or failure of the Agent or any Lender in exercising any right or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies of the Agent and the Lenders under this Agreement are cumulative and not exclusive of any other rights or remedies available hereunder, under any other agreement, at law, or otherwise.

5.3 Notices. Except to the extent, if any, otherwise expressly provided herein, all notices and other communications (collectively, “notices”) under this Agreement shall be in writing (including facsimile transmission) and shall be sent by certified or registered mail, by nationally-recognized overnight courier or by personal delivery. All notices shall be sent to the address specified in the Credit Agreement for the applicable party, or, in any case, to such other address as shall have been designated by the applicable party by notice to the other party hereto. Any properly given notice shall be effective when received, except that properly given notices to the Guarantor shall be effective at the following time, if earlier: if given by telephone, when telephoned; if by first-class mail, three Business Days after deposit in the mail; if by domestic overnight courier, one Business Day after pickup by such courier; and if by facsimile transmission, upon transmission. The Agent and the Lenders may rely on any notice (whether or not made in a manner contemplated by this Agreement) purportedly made by or on behalf of the Guarantor, and Agent and the Lenders shall have no duty to verify the identity or authority of the Person giving such notice.

5.4 Expenses. The Guarantor agrees to pay upon demand all reasonable expenses (including reasonable fees and expenses of counsel) which the Agent or any Lender may incur from time to time arising from or relating to the administration of, or exercise, enforcement or preservation of rights or remedies under, this Agreement, other than costs and expenses incurred by the Agent or any Lender, respectively, in connection with any litigation which results in a final, non-appealable judgment against the Agent or such Lender.

5.5 Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements.

5.6 Survival. All representations and warranties of the Guarantor contained in or made in connection with this Agreement shall survive, and shall not be waived by, the execution and delivery of this Agreement, any investigation by or knowledge of the Agent or any Lender, any extension of credit, or any other event or circumstance whatever.

5.7 Counterparts. This Agreement may be executed in any number of counterparts, including facsimile counterparts, each of which shall be deemed an original, and all such counterparts shall constitute but one and the same agreement.

5.8 Setoff. In the event that any obligation of the Guarantor now or hereafter existing under this Agreement or any other Loan Document shall have become due and payable, after an Event of Default under the Loan Documents has occurred, each Lender shall have the right from time to time, without notice to the Guarantor, to set off against and apply to such due

and payable amount any obligation of any nature of each Lender to the Guarantor, including all deposits (whether time or demand, general or special, provisionally or finally credited, however evidenced) now or hereafter maintained by the Guarantor with the Lender. Such right shall be absolute and unconditional in all circumstances and, without limitation, shall exist whether such obligation to the Guarantor is absolute or contingent, matured or unmatured (it being agreed that each Lender may deem such obligation to be then due and payable at the time of such setoff), regardless of the offices or branches through which the parties are acting with respect to the offset obligations, regardless of whether the offset obligations are denominated in the same or different currencies, and regardless of the existence or adequacy of any other direct or indirect security or any other right or remedy available to such Lender. Nothing in this Agreement or any other Loan Document shall be deemed a waiver of or restriction on any right of setoff or banker's lien available to any Lender under this Section 5.8, at law or otherwise. The Guarantor hereby agrees that any affiliate of any Lender, and any holder of a participation in any Guaranteed Obligations of the Guarantor under this Agreement, shall have the same rights of setoff as each Lender as provided in this Section 5.8 (regardless of whether such affiliate or participant otherwise would be deemed a creditor of the Guarantor).

5.9 Construction. In this Agreement, unless the context otherwise clearly requires, references to the plural include the singular, the singular the plural, and the part the whole; the neuter case includes the masculine and feminine cases; and "or" is not exclusive. In this Agreement, any references to property (or similar terms) include any interest in such property (or other item referred to); "include," "includes," "including" and similar terms are not limiting; and "hereof," "herein," "hereunder" and similar terms refer to this Agreement as a whole and not to any particular provision; Section and other headings in this Agreement, and any table of contents herein, are for reference purposes only and shall not affect the interpretation of this Agreement in any respect. Section and other references in this Agreement are to this Agreement unless otherwise specified. This Agreement has been fully negotiated between the applicable parties, each party having the benefit of legal counsel, and accordingly neither any doctrine of construction of guaranties or suretyships in favor of the guarantor or surety, nor any doctrine of construction of ambiguities against the party controlling the drafting, shall apply to this Agreement.

5.10 Successors and Assigns. This Agreement shall be binding upon the Guarantor, its successors and assigns, and shall inure to the benefit of and be enforceable by the Agent, the Lenders and their respective successors and assigns. Without limitation of the foregoing, the Agent or any Lender (and any successive assignee or transferee) from time to time may assign or otherwise transfer all or any portion of its rights or obligations under the Loan Documents (including all or any portion of any commitment to extend credit), or any Guaranteed Obligations, to any other Person, and such Guaranteed Obligations (including any Guaranteed Obligations resulting from extension of credit by such other Person under or in connection with the Loan Documents) shall be and remain Guaranteed Obligations entitled to the benefit of this Agreement, and to the extent of its interest in such Guaranteed Obligations such other Person shall be vested with all the benefits in respect thereof granted to the Agent or any Lender, as the case may be, in this Agreement or otherwise.

5.11 Certain Legal Matters.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, exclusive of choice of law principles.

(b) Submission to Jurisdiction and Venue: Consent to Service of Process: Waiver of Jury Trial: Etc. The Guarantor hereby irrevocably and unconditionally:

(i) agrees that any action, suit or proceeding by any Person arising from or relating to this Agreement or any other Loan Document or any statement, course of conduct, act, omission or event in connection with any of the foregoing (collectively, “**Related Litigation**”) may be brought in any state or federal court of competent jurisdiction sitting in Allegheny County, Pennsylvania, submits to the jurisdiction of such courts, and agrees not to bring any Related Litigation in any other forum (but nothing herein shall affect the right of the Agent or any Lender to bring any Related Litigation in any other forum);

(ii) acknowledges that such courts will be the most convenient forum for any Related Litigation, waives any objection to the laying of venue of any Related Litigation brought in any such court, waives any claim that any Related Litigation brought in any such court has been brought in an inconvenient forum, and waives any right to object, with respect to any Related Litigation, that such court does not have jurisdiction over it;

(iii) consents and agrees to service of any summons, complaint or other legal process in any Related Litigation by registered or certified U.S. mail, postage prepaid, to it at the address for notices described in this Agreement, and consents and agrees that such service shall constitute in every respect valid and effective service (but nothing herein shall affect the validity or effectiveness of process served in any other manner permitted by law); and

(iv) waives the right to trial by jury in any Related Litigation.

(c) Limitation of Liability. No claim may be made by the Guarantor against the Agent or any Lender or any affiliate, director, officer, employee, attorney or agent of the Agent or any Lender for any special, indirect, consequential or punitive damages in respect of any claim arising from or relating to this Agreement or any other Loan Document or any statement, course of conduct, act, omission or event in connection with any of the foregoing (whether based on breach of contract, tort or any other theory of liability); and the Guarantor hereby waives, releases and agrees not to sue upon any claim for any such damages, whether or not accrued and whether or not known or suspected to exist.

The Guarantor acknowledges that it has been represented by legal counsel in connection with the execution and delivery of this Agreement and that it understands the provisions of this Agreement.

[SIGNATURE ON FOLLOWING PAGE]

SIGNATURE PAGE 1 OF 1 TO PARENT GUARANTY

IN WITNESS WHEREOF, the Guarantor has executed and delivered this Agreement as of the date first above written.

BLACK BOX CORPORATION

By: /s/ Michael McAndrew

Name: Michael McAndrew

Title: CFO

GUARANTY AND SURETYSHIP AGREEMENT

THIS GUARANTY AND SURETYSHIP AGREEMENT (this "**Guaranty**") dated as of the 24th day of January, 2005, made by the Guarantors identified as such on the signature page hereof (each a "**Guarantor**" and collectively "**Guarantors**"), to the lenders parties to the Credit Agreement (as defined below) from time to time (the "**Lenders**") and CITIZENS BANK OF PENNSYLVANIA, a banking association organized under the laws of the Commonwealth of Pennsylvania, as agent for the Lenders (in such capacity, together with its successors in such capacity, the "**Agent**").

W I T N E S S E T H:

WHEREAS, certain of the Guarantors, Black Box Corporation of Pennsylvania, a Delaware corporation (the "**Borrower**"), Black Box Corporation, a Delaware corporation (the "**Parent**"), certain of the Lenders and the Agent (through its predecessor in interest, Mellon Bank, N.A.) entered into that certain Credit Agreement dated April 4, 2000, as amended (the "**Original Credit Agreement**"), pursuant to which the Lenders made a revolving credit facility available to the Borrower;

WHEREAS, certain of the Guarantors, the Borrower, the Parent, certain of the Lenders and the Agent entered into that certain Amended and Restated Credit Agreement dated as of June 30, 2004 which amended and restated the Original Credit Agreement (the "**Existing Credit Agreement**"), pursuant to which the Lender parties to the Existing Credit Agreement made a revolving credit facility available in the maximum aggregate amount of \$120,000,000 available to the Borrower;

WHEREAS, in connection with the Original Credit Agreement, certain of the Guarantors executed and delivered to the Lenders and the Agent that certain Guaranty and Suretyship Agreement dated as of April 4, 2000, and in connection with the Existing Credit Agreement, certain of the Guarantors executed and delivered to the Lenders and the Agent that certain Guaranty and Suretyship Agreement dated as of June 30, 2004 (collectively the "**Existing Guaranty**");

WHEREAS, Guarantors, the Borrower, SF Acquisition Co. (collectively with the Borrower, the "**Borrowers**"), the Parent, the Lenders and the Agent are parties to a Second Amended and Restated Credit Agreement, dated as of January 24, 2005 (as amended, the "**Credit Agreement**") which amends and restates the Existing Credit Agreement; and

WHEREAS, the Guarantors will derive substantial direct and indirect benefit from the transactions contemplated by the Credit Agreement; and

WHEREAS, it is a condition precedent to the extension of credit under the Credit Agreement that the Guarantors execute and deliver this Guaranty; and

WHEREAS, this Guaranty, among other things, is made by the Guarantors to induce the Lenders to enter into the Loan Documents (as defined in the Credit Agreement) and to induce the Lenders to extend credit under the Credit Agreement;

WHEREAS, this Guaranty amends and restates the Existing Guaranty.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged by each Guarantor, and intending to be legally bound, each Guarantor hereby agrees as follows:

ARTICLE I. DEFINITIONS

1.1 Definitions.

(a) Certain Definitions. Capitalized terms not otherwise defined herein shall have the meanings given in the Credit Agreement. In addition to the other terms defined elsewhere in this Agreement, as used herein the following terms shall have the following meanings:

“Guaranteed Obligations” shall mean all obligations from time to time of the Borrowers, collectively or individually, to the Agent or any Lender under or in connection with any Loan Document, including all obligations to pay principal, interest, fees, indemnities or other amounts under such Loan Documents, in each case whether such obligations are direct or indirect, secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising (including interest and other obligations arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, dissolution or similar proceeding with respect to the Borrowers or any other Person, or which would have arisen or accrued but for the commencement of such proceeding, even if such obligation or the claim therefor is not enforceable or allowable in such proceeding).

ARTICLE II. GUARANTY AND SURETYSHIP

2.1 Guaranty and Suretyship. Each Guarantor hereby jointly and severally absolutely, unconditionally and irrevocably guarantees and becomes surety for the full and punctual payment and performance of the Guaranteed Obligations as and when such payment or performance shall become due (at scheduled maturity, by acceleration or otherwise) in accordance with the terms of the Loan Documents. This Agreement is an agreement of suretyship as well as of guaranty, is a guarantee of payment and performance and not merely of collectibility, and is in no way conditioned upon any attempt to collect from or proceed against the Borrowers or any other Person or any other event or circumstance. The obligations of the Guarantors under this Agreement are direct and primary obligations of each Guarantor and are independent of the Guaranteed Obligations, and a separate action or actions may be brought against any Guarantor regardless of whether action is brought against the Borrowers or any other Person or whether the Borrowers or any other Person is joined in any such action or actions.

2.2 Obligations Absolute. Each Guarantor agrees that the Guaranteed Obligations will be paid and performed strictly in accordance with the terms of the Loan Documents, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting the Guaranteed Obligations, any of the terms of the Loan Documents or the rights of the Agent or any Lender or any other Person with respect thereto. The obligations of the Guarantors under this Agreement shall be absolute, unconditional and irrevocable, irrespective of any of the following:

(a) any lack of legality, validity, enforceability, allowability (in a bankruptcy, insolvency, reorganization, dissolution or similar proceeding, or otherwise), or any avoidance or subordination, in whole or in part, of any Loan Document or any of the Guaranteed Obligations;

(b) any change in the amount, nature, time, place or manner of payment or performance of, or in any other term of, any of the Guaranteed Obligations (whether or not such change is contemplated by the Loan Documents as presently constituted, and specifically including any increase in the Guaranteed Obligations, whether resulting from the extension of additional credit to the Borrowers or otherwise), any execution of any additional Loan Documents, or any amendment or waiver of or any consent to departure from any Loan Document;

(c) any taking, exchange, release, impairment or nonperfection of any collateral, or any taking, release, impairment or amendment or waiver of or consent to departure from any other guaranty or other direct or indirect security for any of the Guaranteed Obligations;

(d) any manner of application of collateral or other direct or indirect security for any of the Guaranteed Obligations, or proceeds thereof, to any of the Guaranteed Obligations, or any commercially reasonable manner of sale or other disposition of any collateral for any of the Guaranteed Obligations or any other assets of the Borrowers;

(e) any permanent impairment by any Lender or any other Person of any recourse of the Guarantor against the Borrowers or any other Person, or any other permanent impairment by any Lender or any other Person of the suretyship status of the Guarantor;

(f) any bankruptcy, insolvency, reorganization, dissolution or similar proceedings with respect to, or any change, restructuring or termination of the corporate structure or existence of, the Borrowers, any Guarantor or any other Person; or

(g) any failure of any Lender or any other Person to disclose to any Guarantor any information pertaining to the business, operations, condition (financial or other) or prospects of the Borrowers or any other Person, or to give any other notice, disclosure or demand.

2.3 Waivers, etc. Each Guarantor hereby irrevocably waives any defense to or limitation on its obligations under this Agreement arising out of or based upon any matter referred to in Section 2.2 and, without limiting the generality of the foregoing, any requirement of promptness, diligence or notice of acceptance, any other notice, disclosure or demand with respect to any of the Guaranteed Obligations and this Agreement, any requirement of acceptance hereof, reliance hereon or knowledge hereof by the Agent or any Lender, and any requirement that the Agent or

any Lender protect, secure, perfect or insure any lien or any property subject thereto or exhaust any right or take any action against the Borrowers or any other Person or any collateral or other direct or indirect security for any of the Guaranteed Obligations. Notwithstanding the foregoing sentence, each Guarantor's waiver under this Section 2.3 shall apply only to each Guarantor's obligations hereunder and shall not limit or waive any of such Guarantor's rights or obligations as a borrower under the Credit Agreement or any subrogation rights.

2.4 Reinstatement. This Agreement shall continue to be effective, or be automatically reinstated, as the case may be, if at any time payment of any of the Guaranteed Obligations is avoided, rescinded or must otherwise be returned by the Agent or any Lender for any reason, all as though such payment had not been made.

2.5 No Stay. Without limiting the generality of any other provision of this Agreement, if any acceleration of the time for payment or performance of any Guaranteed Obligation, or any condition to any such acceleration, shall at any time be stayed, enjoined or prevented for any reason (including stay or injunction resulting from the pendency against the Borrowers or any other Person of a bankruptcy, insolvency, reorganization, dissolution or similar proceeding), each Guarantor agrees that, for purposes of this Agreement and its obligations hereunder, at the option of the Agent such Guaranteed Obligation shall be deemed to have been accelerated and such condition to acceleration shall be deemed to have been met.

2.6 Payments. All payments to be made by the Guarantors pursuant to this Agreement shall be made at the times and in the manner prescribed for payments in Articles II and III of the Credit Agreement, without setoff, counterclaim, withholding or other deduction of any nature. All payments made by the Guarantors pursuant to this Agreement may be applied to the Guaranteed Obligations and all other amounts payable under this Agreement in such order as the Agent may elect.

2.7 Subrogation. Etc. Any rights which any Guarantor may have or acquire by way of subrogation, reimbursement, restitution, exoneration, contribution or indemnity, and any similar rights (whether arising by operation of law, by agreement or otherwise), against the Borrowers arising from the existence, payment, performance or enforcement of any of the obligations of any Guarantor under or in connection with this Agreement, shall be subordinate in right of payment to the Guaranteed Obligations, and the Guarantors shall not exercise any such rights until all Guaranteed Obligations and all other obligations under this Agreement have been paid in cash or such other manner as may be acceptable to the Agent and performed in full and all commitments to extend credit under, and all Letters of Credit issued under, the Loan Documents shall have terminated. If, notwithstanding the foregoing, any amount shall be received by any Guarantor on account of any such rights at any time prior to the time at which all Guaranteed Obligations and all other obligations under this Agreement shall have been paid in cash or such other manner as may be acceptable to the Agent and performed in full and all commitments to extend credit under, and all Letters of Credit issued under, the Loan Documents shall have terminated, such amount shall be held by such Guarantor in trust for the benefit of the Lenders, segregated from other funds held by such Guarantor, and shall be forthwith delivered to Agent for the benefit of the Lenders in the exact form received by such Guarantor (with any necessary endorsement), to be applied to the Guaranteed Obligations, whether matured or unmatured, in such order as the

Agent may elect, or to be held by the Agent as security for the Guaranteed Obligations and disposed of by the Agent in any lawful manner, all as the Agent may elect.

2.8 Continuing Agreement. This Agreement is a continuing guaranty and shall continue in full force and effect until all Guaranteed Obligations and all other amounts payable under this Agreement have been paid in cash or such other manner as may be acceptable to the Agent and performed in full, and all commitments to extend credit under, and all Letters of Credit issued under, the Loan Documents have terminated, subject in any event to reinstatement in accordance with Section 2.4. Without limiting the generality of the foregoing, each Guarantor hereby irrevocably waives any right to terminate or revoke this Agreement.

2.9 Limitation on Obligations. Notwithstanding any other provision hereof, to the extent that mandatory and nonwaivable provisions of applicable Law pertaining to fraudulent transfer or fraudulent conveyance otherwise would render the full amount of the obligations of the Guarantors under this Agreement avoidable, invalid or unenforceable, the obligations of each Guarantor under this Agreement shall be limited to the maximum amount which does not result in such avoidability, invalidity or unenforceability. In any action, suit or proceeding pertaining to this Agreement, the burden of proof, by clear and convincing evidence, shall be on the Person claiming that this Section 2.9 applies to limit any obligation of any Guarantor under this Agreement, or claiming that any obligation of any Guarantor under this Agreement is avoidable, invalid or unenforceable, as to each element of such claim.

ARTICLE III. REPRESENTATIONS AND WARRANTIES

Each Guarantor hereby jointly and severally represents and warrants to the Agent and the Lenders as follows:

3.1 Credit Agreement. The provisions of Article IV of the Credit Agreement are hereby incorporated by reference (together with all related definitions and cross references). Each Guarantor hereby jointly and severally represents and warrants to the Agent and the Lenders as provided therein.

3.2 Representations and Warranties Remade at Each Extension of Credit. Each request (including any deemed request) by the Borrowers for any extension of credit under any Loan Document shall be deemed to constitute a representation and warranty by the Guarantors to the Agent and the Lenders that the representations and warranties made by the Guarantors in this Article III are true and correct on and as of the date of such request with the same effect as though made on and as of such date. Failure by the Agent to receive notice from any Guarantor to the contrary before the Lenders make any extension of credit under any Loan Document shall constitute a further representation and warranty by the Guarantors to the Agent and the Lenders that the representations and warranties made by the Guarantors in this Article III are true and correct on and as of the date of such extension of credit with the same effect as though made on and as of such date.

ARTICLE IV.
COVENANTS

4.1 Covenants Generally. Reference is hereby made to the provisions of Articles VI and VII of the Credit Agreement (together with all related definitions and cross references). To the extent such provisions impose upon the Borrowers a duty to cause any Guarantor (or a Subsidiary of each Guarantor) to do or refrain from doing certain acts or things or to meet or refrain from meeting certain conditions, each Guarantor shall (or shall cause such Subsidiary of such Guarantor to, as the case may be) do or refrain from doing such acts or things, or meet or refrain from meeting such conditions, as the case may be.

ARTICLE V.
MISCELLANEOUS

5.1 Amendments, etc. No amendment to or waiver of any provision of this Agreement, and no consent to any departure by any Guarantor herefrom, shall in any event be effective unless in a writing manually signed by or on behalf of each Lender and each Guarantor; provided that this Agreement may be terminated and any Guarantor or Guarantors may be released herefrom with the written consent of the Required Lenders in connection with the sale or other disposition of all of the capital stock of and other equity interests in such Guarantor to a Person or Persons other than the Borrowers or a Subsidiary of the Borrowers, which sale or other disposition is in compliance with the Credit Agreement and the Loan Documents. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

5.2 No Implied Waiver: Remedies Cumulative. No delay or failure of the Agent or any Lender in exercising any right or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies of the Agent and the Lenders under this Agreement are cumulative and not exclusive of any other rights or remedies available hereunder, under any other agreement, at law, or otherwise.

5.3 Notices. Except to the extent, if any, otherwise expressly provided herein, all notices and other communications (collectively, “**notices**”) under this Agreement shall be in writing (including facsimile transmission) and shall be sent by certified or registered mail, by nationally-recognized overnight courier or by personal delivery. All notices shall be sent to the address specified in the Credit Agreement for the applicable party, or, in any case, to such other address as shall have been designated by the applicable party by notice to the other party hereto. Any properly given notice shall be effective when received, except that properly given notices to a Guarantor shall be effective at the following time, if earlier: if given by telephone, when telephoned; if by first-class mail, three Business Days after deposit in the mail; if by domestic overnight courier, one Business Day after pickup by such courier; and if by facsimile transmission, upon transmission. The Agent and the Lenders may rely on any notice (whether or not made in a manner contemplated by this Agreement) purportedly made by or on behalf of a Guarantor, and Agent and the Lenders shall have no duty to verify the identity or authority of the Person giving such notice.

5.4 Expenses. Each Guarantor agrees to pay upon demand all reasonable expenses (including reasonable fees and expenses of counsel) which the Agent or any Lender may incur from time to time arising from or relating to the administration of, or exercise, enforcement or preservation of rights or remedies under, this Agreement, other than costs and expenses incurred by the Agent or any Lender, respectively, in connection with any litigation which results in a final, non-appealable judgment against the Agent or such Lender.

5.5 Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements.

5.6 Survival. All representations and warranties of the Guarantors contained in or made in connection with this Agreement shall survive, and shall not be waived by, the execution and delivery of this Agreement, any investigation by or knowledge of the Agent or any Lender, any extension of credit, or any other event or circumstance whatever.

5.7 Counterparts. This Agreement may be executed in any number of counterparts, including facsimile counterparts, each of which shall be deemed an original, and all such counterparts shall constitute but one and the same agreement.

5.8 Setoff. In the event that any obligation of any Guarantor now or hereafter existing under this Agreement or any other Loan Document shall have become due and payable, after an Event of Default under the Loan Documents has occurred, each Lender shall have the right from time to time, without notice to such Guarantor, to set off against and apply to such due and payable amount any obligation of any nature of each Lender to the Guarantor, including all deposits (whether time or demand, general or special, provisionally or finally credited, however evidenced) now or hereafter maintained by such Guarantor with such Lender. Such right shall be absolute and unconditional in all circumstances and, without limitation, shall exist whether such obligation to such Guarantor is absolute or contingent, matured or unmatured (it being agreed that each Lender may deem such obligation to be then due and payable at the time of such setoff), regardless of the offices or branches through which the parties are acting with respect to the offset obligations, regardless of whether the offset obligations are denominated in the same or different currencies, and regardless of the existence or adequacy of any other direct or indirect security or any other right or remedy available to such Lender. Nothing in this Agreement or any other Loan Document shall be deemed a waiver of or restriction on any right of setoff or banker's lien available to any Lender under this Section 5.8, at law or otherwise. Each Guarantor hereby agrees that any affiliate of any Lender, and any holder of a participation in any Guaranteed Obligations of any Guarantor under this Agreement, shall have the same rights of setoff as each Lender as provided in this Section 5.8 (regardless of whether such affiliate or participant otherwise would be deemed a creditor of such Guarantor).

5.9 Construction. In this Agreement, unless the context otherwise clearly requires, references to the plural include the singular, the singular the plural, and the part the whole; the neuter case includes the masculine and feminine cases; and "or" is not exclusive. In this Agreement, any references to property (or similar terms) include any interest in such property (or other item referred to); "include," "includes," "including" and similar terms are not limiting; and "hereof," "herein," "hereunder" and similar terms refer to this Agreement as a whole and not to

any particular provision; Section and other headings in this Agreement, and any table of contents herein, are for reference purposes only and shall not affect the interpretation of this Agreement in any respect. Section and other references in this Agreement are to this Agreement unless otherwise specified. This Agreement has been fully negotiated between the applicable parties, each party having the benefit of legal counsel, and accordingly neither any doctrine of construction of guaranties or suretyships in favor of the guarantor or surety, nor any doctrine of construction of ambiguities against the party controlling the drafting, shall apply to this Agreement.

5.10 Successors and Assigns. This Agreement shall be binding upon each Guarantor, its successors and assigns, and shall inure to the benefit of and be enforceable by the Agent, the Lenders and their respective successors and assigns. Without limitation of the foregoing, the Agent or any Lender (and any successive assignee or transferee) from time to time may assign or otherwise transfer all or any portion of its rights or obligations under the Loan Documents (including all or any portion of any commitment to extend credit), or any Guaranteed Obligations, to any other Person, and such Guaranteed Obligations (including any Guaranteed Obligations resulting from extension of credit by such other Person under or in connection with the Loan Documents) shall be and remain Guaranteed Obligations entitled to the benefit of this Agreement, and to the extent of its interest in such Guaranteed Obligations such other Person shall be vested with all the benefits in respect thereof granted to the Agent or any Lender, as the case may be, in this Agreement or otherwise.

5.11 Certain Legal Matters.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, exclusive of choice of law principles.

(b) Submission to Jurisdiction and Venue: Consent to Service of Process: Waiver of Jury Trial: Etc. Each Guarantor hereby irrevocably and unconditionally:

(i) agrees that any action, suit or proceeding by any Person arising from or relating to this Agreement or any other Loan Document or any statement, course of conduct, act, omission or event in connection with any of the foregoing (collectively, “**Related Litigation**”) may be brought in any state or federal court of competent jurisdiction sitting in Allegheny County, Pennsylvania, submits to the jurisdiction of such courts, and agrees not to bring any Related Litigation in any other forum (but nothing herein shall affect the right of the Agent or any Lender to bring any Related Litigation in any other forum);

(ii) acknowledges that such courts will be the most convenient forum for any Related Litigation, waives any objection to the laying of venue of any Related Litigation brought in any such court, waives any claim that any Related Litigation brought in any such court has been brought in an inconvenient forum, and waives any right to object, with respect to any Related Litigation, that such court does not have jurisdiction over it;

(iii) consents and agrees to service of any summons, complaint or other legal process in any Related Litigation by registered or certified U.S. mail, postage prepaid, to it at the address for notices described in this Agreement, and consents and agrees that such service shall constitute in every respect valid and effective service (but nothing herein shall affect the validity or effectiveness of process served in any other manner permitted by law); and

(iv) waives the right to trial by jury in any Related Litigation.

(c) Limitation of Liability. No claim may be made by any Guarantor against the Agent or any Lender or any affiliate, director, officer, employee, attorney or agent of the Agent or any Lender for any special, indirect, consequential or punitive damages in respect of any claim arising from or relating to this Agreement or any other Loan Document or any statement, course of conduct, act, omission or event in connection with any of the foregoing (whether based on breach of contract, tort or any other theory of liability); and each Guarantor hereby waives, releases and agrees not to sue upon any claim for any such damages, whether or not accrued and whether or not known or suspected to exist.

Each Guarantor acknowledges that it has been represented by legal counsel in connection with the execution and delivery of this Agreement and that it understands the provisions of this Agreement.

[SIGNATURE ON FOLLOWING PAGE]

SIGNATURE PAGE 1 OF 1 TO SUBSIDIARY GUARANTY

IN WITNESS WHEREOF, each Guarantor has executed and delivered this Agreement as of the date first above written.

GUARANTORS:

Each of the GUARANTORS listed in Schedule I attached hereto and made part hereof.

By: /s/ Michael McAndrew

Name: Michael McAndrew

Title: Secretary

of each of the GUARANTORS listed on Schedule I hereto

Schedule I

GUARANTORS

BBox Holding Company
Atimco Network Services, Inc.
American Telephone Wiring Company
Midwest Communications Technologies, Inc.
Associated Network Solutions, Inc.
Advanced Communications Corporation
Cable Consultants, Incorporated
Todd Communications, Inc.
Comm Line, Inc.
Koncepts Communications of L.I., Corp.
Communication Contractors, Inc.
U.S. Premise Networking Services, Inc.
Black Box Network Services, Inc. — Government Solutions
R&D Services, Inc.
Delaney Telecom, Inc.
Delaney Electrical Services, Inc.
K&A Communications, Inc.
Jet Line Communications, Inc.
FBS Communications, LP
A.T.S., Inc.
Advanced Network Technologies, Inc.
Teldata Corporation
ST Communications & Cabling, Inc.
Black Box Network Services & Electrical, Inc.
Black Box Network Services Baltimore, Inc.
Datel Communications, Inc.
Midwest Electronics and Communications, Inc.
Duracom, Inc.
Michael Electric, Inc.
Integrated Cabling Systems, Inc.
DESIGNet, Inc.
Telefuture Communications, Inc.
BB Technologies, Inc.

SUBSIDIARIES OF THE COMPANY

<u>Legal Name</u>	<u>Doing Business As</u>	<u>State of Incorporation</u>
Black Box Corporation	Black Box Corporation	Delaware
BBox Holding Company	BBox Holding Company	Delaware
Atimco Network Services, Inc.	Black Box Network Services – Western Pennsylvania	Pennsylvania
American Telephone Wiring Company	Black Box Network Services – Charleston, West Virginia	West Virginia
Midwest Communications Technologies, Inc.	Black Box Network Services - Cleveland, Columbus, Detroit	Ohio
Associated Network Solutions, Inc.	Black Box Network Services – Central Florida Black Box Network Services – Southeast Florida	Florida
Advanced Communications Corporation	Black Box Network Services – South Carolina	South Carolina
Cable Consultants, Incorporated	Black Box Network Services – Atlanta	Georgia
Todd Communications, Inc.	Black Box Network Services – North Carolina	North Carolina
Comm Line, Inc.	Black Box Network Services – Cincinnati	Ohio
Koncepts Communications of L.I., Corp.	Black Box Network Services – Tri-State	New York
Communication Contractors, Inc.	Black Box Network Services – Chicago	Illinois
U.S. Premise Networking Services, Inc.	Black Box Network Services – Minneapolis	Minnesota
Black Box Network Services, Inc. – Government Solutions	Black Box Network Services, Inc. – Government Solutions	Tennessee
R&D Services, Inc.	Black Box Network Services – New England	Massachusetts
Delaney Telecom, Inc.	Black Box Network Services	Pennsylvania
Delaney Electrical Services, Inc.	Black Box Network Services – Philadelphia Electrical	Pennsylvania
K&A Communications, Inc.	Black Box Network Services – St. Louis	Missouri
Jet Line Communications, Inc.	Black Box Network Services – Dallas	Texas
FBS Communications, LP	Black Box Network Services – San Antonio	Texas
A.T.S., Inc.	Black Box Network Services – Huntington, West Virginia	West Virginia
Advanced Network Technologies, Inc.	Black Box Network Services – Southern California	California

<u>Legal Name</u>	<u>Doing Business As</u>	<u>State of Incorporation</u>
Teldata Corporation	Black Box Network Services – Tennessee Commercial	Tennessee
ST Communications & Cabling, Inc.	Black Box Network Services – Kansas City	Missouri
Black Box Network and Electrical Services, Inc.	Allcom Electric	New York
Black Box Network Services Baltimore, Inc.	Black Box Network Services Baltimore, Inc. Black Box Network Services – Virginia Black Box Network Services – Kensington	Delaware
Datel Communications, Inc.	Black Box Network Services – Arizona	Arizona
Midwest Electronics and Communications, Inc.	Black Box Network Services – Denver	Colorado
Duracom, Inc.	Black Box Network Services – Seattle	Washington
Michael Electric, Inc.	Black Box Network Services – New Jersey	New Jersey
Integrated Cabling Systems, Inc.	Black Box Network Services – Nebraska	Nebraska
DESIGNet, Inc.	Black Box Network Services – San Jose	California
Telefuture Communications, Ltd.	Black Box Network Services – New Rochelle	New York
Black Box Corporation of Pennsylvania	Black Box Corporation of Pennsylvania	Delaware
BB Technologies, Inc.	BB Technologies, Inc.	Delaware
Black Box Canada Corporation	Black Box Canada Corporation	
Black Box Foreign Sales Corporation	Black Box Foreign Sales Corporation	
Black Box France, S.A.S.	Black Box France, S.A.S.	
Black Box Services Reseaux Ile De France SAS	Black Box Services Reseaux Ile De France SAS	
Black Box Datacom B.V. (Netherlands)	Black Box Datacom B.V. (Netherlands)	
Black Box Network Products NV (Belgium)	Black Box Network Products NV (Belgium)	
Black Box Network Design NV (Belgium)	Black Box Network Design NV (Belgium)	
Blue Box (Netherlands)	Blue Box (Netherlands)	
Black Box Network Cabling NV (Belgium)	Black Box Network Cabling NV (Belgium)	

<u>Legal Name</u>	<u>Doing Business As</u>	<u>State of Incorporation</u>
Black Box Deutschland GmbH (Germany)	Black Box Deutschland GmbH (Germany)	
Black Box Netzwerk Services Bayern GmbH (Germany)	Black Box Netzwerk Services Bayern GmbH (Germany)	
Black Box Netzwerk Services Stuttgart GmbH (Germany)	Black Box Netzwerk Services Stuttgart GmbH (Germany)	
Black Box Italia S.r.l.	Black Box Italia S.r.l.	
Black Box Network Services Kabushiki Kaisha (Japan)	Black Box Network Services Kabushiki Kaisha (Japan)	
Black Box Network Services Australia Pty Ltd.	Black Box Network Services Australia Pty Ltd.	
Black Box Network Services New Zealand Limited	Black Box Network Services New Zealand Limited	
Black Box do Brasil Industria e Comercio Ltda.	Black Box do Brasil Industria e Comercio Ltda.	
Black Box de Mexico, S.A. de C.V.	Black Box de Mexico, S.A. de C.V.	
Black Box P.R. Corp. (Puerto Rico)	Black Box P.R. Corp. (Puerto Rico)	
Black Box Chile S.A.	Black Box Chile S.A.	
Black Box comunicaciones SAU (Spain)	Black Box comunicaciones SAU (Spain)	
Black Box GmbH (Austria)	Black Box GmbH (Austria)	
Black Box A/S (Denmark)	Black Box A/S (Denmark)	
Black Box Network Services (UK) Ltd.	Black Box Network Services (UK) Ltd.	
Ohmega Installations Limited	Black Box Network Services – Newbury (UK)	
Datech Holdings Limited	Black Box Network Services – Nottingham (UK)	
Data Specialties Europe Ltd. (holding company)	Black Box Network Services – Cambridge (UK)	
Black Box Network Services (Cambridge) Ltd. (UK)	Black Box Network Services (Cambridge) Ltd. (UK)	
Black Box Network Services Reseaux Mediterranee SAS (Montpellier, France)	Black Box Network Services Reseavux Mediterranee SAS (Montpellier, France)	
Black Box Network Services Gouda BV (Netherlands)	Black Box Network Services Gouda BV (Netherlands)	

<u>Legal Name</u>	<u>Doing Business As</u>	<u>State of Incorporation</u>
Black Box Network Services AG (Switzerland)	Black Box Network Services AG (Switzerland)	
Black Box Networkservices Basel AG (Switzerland)	Black Box Networkservices Basel AG (Switzerland)	
Black Box Network Services (London) Ltd. (UK)	Black Box Network Services (London) Ltd. (UK)	
Black Box Network Services Puebla S.A. de C.V. (Mexico)	Black Box Network Services Puebla S.A. de C.V. (Mexico)	
JC Informatica Integral, S.A. de C.V. (Mexico)	JC Informatica Integral, S.A. de C.V. (Mexico)	
Consultoria en Redes, S.A. de C.V. (Mexico)	Consultoria en Redes, S.A. de C.V. (Mexico)	
Black Box Network Services AB (Sweden)	Black Box Network Services AB (Sweden)	
Black Box Network Services (Northampton) Ltd. (UK)	Black Box Network Services (Northampton) Ltd. (UK)	
Black Box Network Services s.r.l. – Rome (Italy)	Black Box Network Services s.r.l. – Rome (Italy)	
Lanetwork Sales Ltd.	Black Box Network Services – Kitchener (Canada)	
Black Box Network Services Singapore Pte Ltd.	Black Box Network Services Singapore Pte Ltd.	
Black Box Network Services Co., Ltd. (Japan)	Black Box Network Services Co., Ltd. (Japan)	
Black Box Network Services (N. Ireland) Ltd.	Black Box Network Services (N. Ireland) Ltd.	
Black Box Network Services (Dublin) Ltd.	Black Box Network Services (Dublin) Ltd.	
Black Box Norge AS (Norway)	Black Box Norge AS (Norway)	
Black Box Finland OY	Black Box Finland OY	
Black Box AB (Sweden)	Black Box AB (Sweden)	
Norstan, Inc.	Norstan, Inc.	Minnesota
Norstan Communications, Inc.	Norstan Communications, Inc.	Minnesota
Vibes Technologies, Inc.	Vibes Technologies	Minnesota
Norstan International, Inc.	Norstan International, Inc.	Minnesota
Norstan Canada, Inc.	Norstan Canada, Inc.	Minnesota
Norstan Canada, Ltd.	Norstan Canada	
Norstan Financial Services, Inc.	Norstan Financial Services, Inc.	Minnesota

CERTIFICATION

I, Fred C. Young, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Black Box Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) [omitted in accordance with SEC Release No. 33-8238/34-47986 and 33-8392/34-49313]
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedure, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any changes in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
- a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 10, 2005

/s/ Fred C. Young

Fred C. Young

Chief Executive Officer

CERTIFICATION

I, Michael McAndrew, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Black Box Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) [omitted in accordance with SEC Release No. 33-8238/34-47986 and 33-8392/34-49313]
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
- a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 10, 2005

/s/ Michael McAndrew

Michael McAndrew
Chief Financial Officer

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Black Box Corporation (the "Company") on Form 10-Q for the quarter ended January 1, 2005 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), each of the undersigned officers of the Company, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, certifies that to his knowledge:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Fred C. Young

Fred C. Young
Chief Executive Officer
February 10, 2005

/s/ Michael McAndrew

Michael McAndrew
Chief Financial Officer
February 10, 2005

This certification is made solely for purposes of 18 U.S.C. Section 1350, subject to the knowledge standard contained therein, and not for any other purpose.