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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

or

TRANSITION REPORT PURSUANT TO SECTION 13 or 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934 FOR THE TRANSITION PERIOD  
from \_\_\_\_\_ to \_\_\_\_\_

For the quarterly period ended SEPTEMBER 30, 2004

Commission file number 001-14989

WESCO INTERNATIONAL, INC.  
(Exact name of registrant as specified in its charter)

DELAWARE  
(State or other jurisdiction of  
incorporation or organization)

25-1723342  
(IRS Employer Identification No.)

225 WEST STATION SQUARE DRIVE  
SUITE 700  
PITTSBURGH, PENNSYLVANIA 15219  
(Address of principal executive  
offices)

(412) 454-2200  
(Registrant's telephone number,  
including area code)

N/A  
(Former name or former address, if changed since last report)

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 at least 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 Act). Yes  No  .

As of October 29, 2004, WESCO International, Inc. had 42,253,211 shares of common stock.

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WESCO INTERNATIONAL, INC. AND SUBSIDIARIES  
QUARTERLY REPORT ON FORM 10-Q

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WESCO INTERNATIONAL, INC. AND SUBSIDIARIES  
CONDENSED CONSOLIDATED BALANCE SHEETS

	SEPTEMBER 30 2004	DECEMBER 31 2003*
Dollars in thousands, except share data		
ASSETS		
(UNAUDITED)		
CURRENT ASSETS:		
Cash and cash equivalents .....	\$ 19,247	\$ 27,495
Trade accounts receivable, net of allowance for doubtful accounts of \$13,722 and \$11,422 in 2004 and 2003, respectively (NOTE 4) .....	294,731	266,589
Other accounts receivable .....	21,472	18,223
Inventories, net .....	381,865	320,975
Income taxes receivable .....	5,103	13,628
Prepaid expenses and other current assets .....	10,569	9,378
	-----	-----
Total current assets .....	732,987	656,288
Property, buildings and equipment, net .....	92,132	98,937
Goodwill .....	401,638	398,673
Other assets .....	6,626	7,307
	-----	-----
Total assets .....	\$ 1,233,383	\$ 1,161,205
	=====	=====
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable .....	\$ 454,672	\$ 366,380
Accrued payroll and benefit costs .....	32,312	47,110
Current portion of long-term debt .....	31,184	2,120
Current deferred income taxes .....	2,039	2,379
Deferred acquisition payable .....	3,373	31,303
Other current liabilities .....	41,837	30,418
	-----	-----
Total current liabilities .....	565,417	479,710
Long-term debt .....	396,416	420,042
Long-term deferred acquisition payable .....	1,969	53,040
Other noncurrent liabilities .....	7,102	6,574
Deferred income taxes .....	34,248	34,151
	-----	-----
Total liabilities .....	1,005,152	993,517
Commitments and contingencies		
STOCKHOLDERS' EQUITY:		
Preferred stock, \$.01 par value; 20,000,000 shares authorized, no shares issued or outstanding .....	--	--
Common stock, \$.01 par value; 210,000,000 shares authorized, 46,182,273 and 44,999,794 shares issued in 2004 and 2003, respectively .....	462	450
Class B nonvoting convertible common stock, \$.01 par value; 20,000,000 shares authorized, 4,339,431 issued in 2004 and 2003, no shares outstanding in 2004 .....	43	43
Additional capital .....	571,301	559,651
Retained earnings (deficit) .....	(288,947)	(336,790)
Treasury stock, at cost; 8,407,384 and 8,400,499 shares in 2004 and 2003, respectively ....	(61,438)	(61,370)
Accumulated other comprehensive income .....	6,810	5,704
	-----	-----
Total stockholders' equity .....	228,231	167,688
	-----	-----
Total liabilities and stockholders' equity .....	\$ 1,233,383	\$ 1,161,205
	=====	=====

\* Summarized from audited December 31, 2003 balance sheet.

The accompanying notes are an integral part of the condensed consolidated financial statements.

WESCO INTERNATIONAL, INC. AND SUBSIDIARIES  
CONDENSED CONSOLIDATED STATEMENTS OF INCOME  
(unaudited)

In thousands, except share data	THREE MONTHS ENDED SEPTEMBER 30		NINE MONTHS ENDED SEPTEMBER 30	
	2004	2003	2004	2003
Net sales .....	\$ 974,508	\$ 825,601	\$2,753,321	\$2,436,647
Cost of goods sold .....	791,942	671,942	2,226,196	1,986,656
Gross profit .....	182,566	153,659	527,125	449,991
Selling, general and administrative expenses	137,246	124,680	403,015	373,241
Depreciation and amortization .....	4,432	5,148	14,093	15,402
Income from operations .....	40,888	23,831	110,017	61,348
Interest expense .....	10,310	10,848	30,297	32,058
Loss on debt extinguishments, net .....	444	487	2,069	180
Other expense .....	1,931	724	4,439	3,412
Income before income taxes .....	28,203	11,772	73,212	25,698
Provision for income taxes .....	9,166	3,399	25,369	5,137
Net income .....	\$ 19,037	\$ 8,373	\$ 47,843	\$ 20,561
Earnings per share:				
Basic: .....	\$ 0.45	\$ 0.19	\$ 1.15	\$ 0.46
Diluted: .....	\$ 0.43	\$ 0.18	\$ 1.10	\$ 0.44

The accompanying notes are an integral part of the condensed consolidated financial statements.

WESCO INTERNATIONAL, INC. AND SUBSIDIARIES  
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS  
(unaudited)

	NINE MONTHS ENDED SEPTEMBER 30	
In thousands	2004	2003
<b>OPERATING ACTIVITIES:</b>		
Net income .....	\$ 47,843	\$ 20,561
Adjustments to reconcile net income to net cash provided (used) by operating activities:		
Loss on debt extinguishment .....	2,069	180
Depreciation and amortization .....	14,093	15,402
Accretion of original issue and amortization of purchase discounts .....	2,058	2,195
Amortization of debt issuance costs .....	1,131	879
Deferred income taxes .....	(243)	(1,332)
Amortization of gain on interest rate swap .....	(684)	(304)
Stock option expense .....	1,288	242
Gain on the sale of property, buildings and equipment .....	12	(513)
Changes in assets and liabilities, excluding the effects of acquisitions:		
Change in receivables facility .....	75,000	(88,000)
Trade and other receivables .....	(105,801)	(19,771)
Inventories .....	(60,220)	19,697
Prepaid expenses and other current assets .....	12,526	1,415
Accounts payable .....	87,289	29,294
Accrued payroll and benefit costs .....	5,214	2,032
Other current and noncurrent liabilities .....	10,738	16,544
Net cash provided (used) by operating activities .....	92,313	(1,479)
<b>INVESTING ACTIVITIES:</b>		
Capital expenditures .....	(6,894)	(5,550)
Acquisition payments .....	(31,125)	(2,028)
Proceeds from the sale of property, buildings and equipment .....	--	1,177
Net cash used by investing activities .....	(38,019)	(6,401)
<b>FINANCING ACTIVITIES:</b>		
Proceeds from issuance of long-term debt .....	309,000	144,480
Repayments of long-term debt .....	(357,553)	(131,845)
Redemption of stock options .....	(20,144)	--
Proceeds from settlement of interest rate swap .....	--	4,563
Debt issuance costs .....	--	(2,166)
Proceeds from the exercise of stock options .....	5,986	53
Net cash (used) provided by financing activities .....	(62,711)	15,085
Effect of exchange rate changes on cash and cash equivalents .....	169	549
Net change in cash and cash equivalents .....	(8,248)	7,754
Cash and cash equivalents at the beginning of period .....	27,495	22,570
Cash and cash equivalents at the end of period .....	\$ 19,247	\$ 30,324
<b>Supplemental disclosures:</b>		
<b>Non-cash financing activities:</b>		
Increase (decrease) in fair value of interest rate swap .....	\$ 548	\$ (780)
Conversion of acquisition payable to note payable .....	\$ 50,000	\$ --

The accompanying notes are an integral part of the condensed consolidated financial statements.

WESCO INTERNATIONAL, INC. AND SUBSIDIARIES  
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS  
(unaudited)

1. ORGANIZATION

WESCO International, Inc. and its subsidiaries (collectively, "WESCO"), headquartered in Pittsburgh, Pennsylvania, is a full-line distributor of electrical supplies and equipment and is a provider of integrated supply procurement services. WESCO currently operates approximately 350 branch locations and five distribution centers in the United States, Canada, Mexico, Puerto Rico, Guam, the United Kingdom, Nigeria and Singapore.

2. ACCOUNTING POLICIES

Basis of Presentation

The unaudited condensed consolidated financial statements include the accounts of WESCO and all of its subsidiaries and have been prepared in accordance with Rule 10-01 of the Securities and Exchange Commission. The unaudited condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and notes thereto included in WESCO's 2003 Annual Report on Form 10-K filed with the Securities and Exchange Commission.

The unaudited condensed consolidated balance sheet as of September 30, 2004, the unaudited condensed consolidated statements of income for the three months and nine months ended September 30, 2004 and September 30, 2003, respectively and the unaudited condensed consolidated statements of cash flows for the nine months ended September 30, 2004, and September 30, 2003, respectively, in the opinion of management, have been prepared on the same basis as the audited consolidated financial statements and include all adjustments necessary for the fair presentation of the results of the interim periods. All adjustments reflected in the unaudited condensed consolidated financial statements are of a normal recurring nature unless indicated. Results for the interim periods presented are not necessarily indicative of the results to be expected for the full year.

Stock Options

During the year ended December 31, 2003, WESCO adopted the measurement provisions of Statement of Financial Accounting Standards ("SFAS") No. 123, "Accounting for Stock-Based Compensation". This change in accounting method was applied on a prospective basis in accordance with SFAS No. 148, "Accounting for Stock-Based Compensation - Transition and Disclosure - an amendment of SFAS No. 123." Stock options awarded prior to 2003 are accounted for under the intrinsic value method under Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees." The Company recognized \$0.6 million and \$1.3 million of compensation expense for the three months and nine months ended September 30, 2004, respectively. The Company recognized \$0.2 million during the three months and nine months ended September 30, 2003.

The following table presents the pro forma results as if the fair-value based method of accounting for stock-based awards had been applied to all outstanding options:

	IN THOUSANDS EXCEPT PER SHARE DATA			
	THREE MONTHS		NINE MONTHS	
	ENDED SEPTEMBER 30		ENDED SEPTEMBER 30	
	2004	2003	2004	2003
Net income, as reported .....	\$ 19,037	\$ 8,373	\$ 47,843	\$ 20,561
Add: Stock-based employee compensation expense included in reported net income, net of related tax .....	365	157	837	157
Deduct: Stock-based employee compensation expense determined under SFAS No. 123 for all awards, net of related tax .....	558	528	1,416	1,269
Pro forma net income .....	\$ 18,844	\$ 8,002	\$ 47,264	\$ 19,449
Earnings per share:				
Basic as reported .....	\$ 0.45	\$ 0.19	\$ 1.15	\$ 0.46
Basic pro forma .....	\$ 0.45	\$ 0.18	\$ 1.14	\$ 0.43
Diluted as reported .....	\$ 0.43	\$ 0.18	\$ 1.10	\$ 0.44
Diluted pro forma .....	\$ 0.43	\$ 0.17	\$ 1.08	\$ 0.42

#### Reclassifications

Certain prior period amounts have been reclassified to conform with the current year presentation.

#### Recent Accounting Pronouncements

In January 2003, the FASB issued Interpretation No. 46 (revised December 2003), "Consolidation of Variable Interest Entities." This interpretation requires unconsolidated variable interest entities to be consolidated by their primary beneficiaries if the entities do not effectively disperse the risk and rewards of ownership among their owners and other parties involved. This interpretation, as amended, is effective for all entities subject to this interpretation no later than the end of the first period that ends after March 15, 2004. The adoption of this interpretation did not have an impact on the Company's consolidated financial statements.

In September 2004, the FASB issued EITF 04-10 "Applying Paragraph 19 of FASB Statement No. 131, Disclosures about Segments of an Enterprise and Related Information, in Determining Whether to Aggregate Operating Segments That Do Not Meet the Quantitative Thresholds," Issue Summary No. 1. ("EITF 04-10"). EITF 04-10 establishes evaluation criteria for an enterprise to use when determining whether operating segments that do not meet the quantitative thresholds can still be aggregated in accordance with paragraph 19 of SFAS No. 131, "Disclosure about Segments of an Enterprise and Related Information." ("FAS 131"). We have evaluated EITF 04-10 and have determined that it has no impact on our financial statements.

### 3. EARNINGS PER SHARE

The following table sets forth the details of basic and diluted earnings per share:

Dollars in thousands, except per share amounts	THREE MONTHS ENDED SEPTEMBER 30	
	2004	2003
Reported net income .....	\$ 19,037	\$ 8,373
Weighted average common shares outstanding used in computing basic earnings per share .....	41,851,989	45,129,308
Common shares issuable upon exercise of dilutive stock options .....	2,383,600	1,790,875
Weighted average common shares outstanding and common share equivalents used in computing diluted earnings per share .....	44,235,589	46,920,183
Earnings per share:		
Basic .....	\$ 0.45	\$ 0.19
Diluted .....	\$ 0.43	\$ 0.18

Options to purchase 5.8 million shares of common stock at a weighted average exercise price of \$9.23 per share were outstanding as of September 30, 2003 but were not included in the computation of diluted earnings per share because the option exercise prices were greater than the average market price of WESCO common stock.

Dollars in thousands, except per share amounts	NINE MONTHS ENDED SEPTEMBER 30	
	2004	2003
Reported net income .....	\$ 47,843	\$ 20,561
Weighted average common shares outstanding used in computing basic earnings per share .....	41,534,864	45,117,257
Common shares issuable upon exercise of dilutive stock options .....	2,067,954	1,540,266
Weighted average common shares outstanding and common share equivalents used in computing diluted earnings per share .....	43,602,818	46,657,523
Earnings per share:		
Basic .....	\$ 1.15	\$ 0.46
Diluted .....	\$ 1.10	\$ 0.44

Options to purchase 0.2 million and 5.8 million shares of common stock at a weighted average exercise price of \$16.98 per share and \$9.23 per share were outstanding as of September 30, 2004 and 2003, respectively, but were not included in the computation of diluted earnings per share because the option exercise prices were greater than the average market price of WESCO common stock.

#### 4. ACCOUNTS RECEIVABLE SECURITIZATION

WESCO maintains an accounts receivable securitization program ("Receivables Facility") that was amended and increased to \$325 million in August, 2004. The facility provides for a \$190 million purchase commitment with a term of 364 days and a \$135 million purchase commitment with a term of three years. Under the Receivables Facility, WESCO sells, on a continuous basis, to WESCO Receivables Corporation, a wholly-owned, special purpose company ("SPC"), an undivided interest in all domestic accounts receivable. The SPC sells without recourse to a third-party conduit all the eligible receivables while maintaining a subordinated interest, in the form of overcollateralization, in a portion of the receivables. WESCO has agreed to continue servicing the sold receivables for the financial institution at market rates; accordingly, no servicing asset or liability has been recorded.

As of September 30, 2004 and December 31, 2003, securitized accounts receivable totaled approximately \$427 million and \$330 million, respectively, of which the subordinated retained interest was approximately \$127 million and \$105 million, respectively. Accordingly, approximately \$300 million and \$225 million of accounts receivable balances were removed from the consolidated balance sheets at September 30, 2004 and December 31, 2003, respectively. Costs associated with the Receivables Facility totaled \$1.9 million for the three months ended September 30, 2004 and \$ 0.7 million for the three months ended September 30, 2003. Costs associated with the Receivables Facility totaled \$4.4 million and \$3.4 million for the nine-months ended September 30, 2004 and 2003, respectively. These amounts are recorded as other expenses in the consolidated statements of income and are primarily related to the discount and loss on the sale of accounts receivables, partially offset by related servicing revenue.

The key economic assumptions used to measure the retained interest at the date of the securitization for securitizations completed in 2004 were a discount rate of 2% and an estimated life of 1.5 months. At September 30, 2004, an immediate adverse change in the discount rate or estimated life of 10% and 20% would result in a reduction in the fair value of the retained interest of \$0.1 million and \$0.3 million, respectively. These sensitivities are hypothetical and should be used with caution. As the figures indicate, changes in fair value based on a 10% variation in assumptions generally cannot be extrapolated because the relationship of the change in assumption to the change in fair value may not be linear. Also, in this example, the effect of a variation in a particular assumption on the fair value of the retained interest is calculated without changing any other assumption. In reality, changes in one factor may result in changes in another.

5. COMPREHENSIVE INCOME

The following table sets forth comprehensive income and its components:

In thousands	THREE MONTHS ENDED SEPTEMBER 30	
	2004	2003
Net income.....	\$ 19,037	\$ 8,373
Foreign currency translation adjustment.....	3,124	(1,672)
Comprehensive income.....	<u>\$ 22,161</u>	<u>\$ 6,701</u>

In thousands	NINE MONTHS ENDED SEPTEMBER 30	
	2004	2003
Net income.....	\$ 47,843	\$ 20,561
Foreign currency translation adjustment.....	1,106	5,538
Comprehensive income.....	<u>\$ 48,949</u>	<u>\$ 26,099</u>

6. ACQUISITIONS

In 1998, WESCO acquired substantially all the assets and assumed substantially all liabilities and obligations relating to the operations of Bruckner Supply Company, Inc. ("Bruckner"). The terms of the purchase agreement provide for additional contingent consideration to be paid based on achieving certain earnings targets. The amount of earn-out proceeds payable in any single year subsequent to achieving the earnings target is capped under this agreement at \$30 million per year. As a result of Bruckner's performance in 2003, WESCO recorded a liability of \$80 million as of December 31, 2003 for contingent consideration relating to the Bruckner agreement. During the first nine months of 2004 WESCO paid \$30 million pursuant to this agreement. In June 2004, the remaining \$50 million due under the agreement was converted into a note payable (\$30 million, due in June 2005, classified as current and \$20 million, due in June 2006, classified as long-term debt) and pays interest at 10%. No additional amounts can be earned under this agreement.

Certain other acquisitions also contain contingent consideration provisions, only one of which could require a significant payment. Management estimates this payment could range up to \$20 million and would be made in multiple payments between 2004 and 2008. Under this provision, a payment of \$3.1 million is due in the fourth quarter of 2004.

7. INCOME TAXES

The following table sets forth the reconciliation between the federal statutory income tax rate and the effective rate:

	THREE MONTHS ENDED SEPTEMBER 30,	
	2004	2003
Federal statutory rate .....	35.0%	35.0%
State taxes, net of federal tax benefit .....	1.8	0.2
Nondeductible expenses .....	0.8	2.3
Domestic tax benefit from foreign operations .....	(1.7)	(7.0)
Foreign tax rate differences(1) .....	(4.6)	(0.3)
Favorable impact resulting from prior year tax contingencies(2) ...	(0.7)	--
Other .....	1.9	(1.3)
	<u>32.5%</u>	<u>28.9%</u>

NINE MONTHS ENDED  
SEPTEMBER 30,

	2004	2003
	-----	-----
Federal statutory rate .....	35.0%	35.0%
State taxes, net of federal tax benefit .....	1.4	0.2
Nondeductible expenses .....	1.1	2.3
Domestic tax benefit from foreign operations .....	(1.2)	(4.9)
Foreign tax rate differences(1) .....	(2.5)	(0.4)
Favorable impact resulting from prior year tax contingencies (2) ...	(0.3)	(10.1)
Net operating loss utilization(3) .....	--	(2.2)
Other .....	1.2	0.1
	-----	-----
	34.7%	20.0%
	====	====

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(1) In 2004, includes tax benefit of \$0.7 million for the quarter and nine-months ended September 30 from recapitalization of our Canadian operations.

(2) Represents a benefit of \$0.2 million and \$2.6 million in 2004 and 2003, respectively from the resolution of prior year tax contingencies.

(3) Represents the recognition of a \$0.6 million benefit associated with the utilization of a net operating loss.

## 8. OTHER FINANCIAL INFORMATION (UNAUDITED)

WESCO Distribution, Inc. has issued \$400 million of 9 1/8% senior subordinated notes. The senior subordinated notes are fully and unconditionally guaranteed by WESCO International, Inc. on a subordinated basis to all existing and future senior indebtedness of WESCO International, Inc. Condensed consolidating financial information for WESCO International, Inc., WESCO Distribution, Inc. and the non-guarantor subsidiaries are as follows:

WESCO INTERNATIONAL, INC. AND SUBSIDIARIES  
CONDENSED CONSOLIDATING BALANCE SHEETS

SEPTEMBER 30, 2004

	(IN THOUSANDS)				
	WESCO International, Inc.	WESCO Distribution, Inc.	Non-Guarantor Subsidiaries	Consolidating and Eliminating Entries	Consolidated
Cash and cash equivalents .....	\$ 2	\$ 6,079	\$ 13,166	\$ --	\$ 19,247
Trade accounts receivable .....	--	10,891	283,840	--	294,731
Inventories .....	--	322,668	59,197	--	381,865
Other current assets .....	--	18,694	26,392	(7,942)	37,144
<b>Total current assets .....</b>	<b>2</b>	<b>358,332</b>	<b>382,595</b>	<b>(7,942)</b>	<b>732,987</b>
Intercompany receivables, net .....	--	295,296	49,228	(344,524)	--
Property, buildings and equipment, net .....	--	24,200	67,932	--	92,132
Goodwill .....	--	363,166	38,472	--	401,638
Investments in affiliates and other noncurrent assets .....	572,753	452,620	3,093	(1,021,840)	6,626
<b>Total assets .....</b>	<b>\$ 572,755</b>	<b>\$ 1,493,614</b>	<b>\$ 541,320</b>	<b>\$(1,374,306)</b>	<b>\$ 1,233,383</b>
Accounts payable .....	\$ --	\$ 426,582	\$ 28,090	\$ --	\$ 454,672
Other current liabilities .....	--	107,514	11,173	(7,942)	110,745
<b>Total current liabilities .....</b>	<b>--</b>	<b>534,096</b>	<b>39,263</b>	<b>(7,942)</b>	<b>565,417</b>
Intercompany payables, net .....	344,524	--	--	(344,524)	--
Long-term debt .....	--	346,749	49,667	--	396,416
Other noncurrent liabilities .....	--	40,016	3,303	--	43,319
Stockholders' equity .....	228,231	572,753	449,087	(1,021,840)	228,231
<b>Total liabilities and stockholders' equity .....</b>	<b>\$ 572,755</b>	<b>\$ 1,493,614</b>	<b>\$ 541,320</b>	<b>\$(1,374,306)</b>	<b>\$ 1,233,383</b>

WESCO INTERNATIONAL, INC. AND SUBSIDIARIES  
CONDENSED CONSOLIDATING BALANCE SHEETS

DECEMBER 31, 2003

	(IN THOUSANDS)				
	WESCO International, Inc.	WESCO Distribution, Inc.	Non-Guarantor Subsidiaries	Consolidating and Eliminating Entries	Consolidated
Cash and cash equivalents .....	\$ 1	\$ 16,421	\$ 11,073	\$ --	\$ 27,495
Trade accounts receivable .....	--	39,900	226,689	--	266,589
Inventories .....	--	272,597	48,378	--	320,975
Other current assets .....	--	37,259	7,691	(3,721)	41,229
<b>Total current assets .....</b>	<b>1</b>	<b>366,177</b>	<b>293,831</b>	<b>(3,721)</b>	<b>656,288</b>
Intercompany receivables, net .....	--	208,947	39,452	(248,399)	--
Property, buildings and equipment, net ..	--	29,687	69,250	--	98,937
Goodwill .....	--	360,655	38,018	--	398,673
Investments in affiliates and other noncurrent assets .....	416,086	361,824	3,727	(774,330)	7,307
<b>Total assets .....</b>	<b>\$ 416,087</b>	<b>\$ 1,327,290</b>	<b>\$ 444,278</b>	<b>\$ (1,026,450)</b>	<b>\$ 1,161,205</b>
Accounts payable .....	\$ --	\$ 345,632	\$ 20,748	\$ --	\$ 366,380
Other current liabilities .....	--	105,521	11,530	(3,721)	113,330
<b>Total current liabilities .....</b>	<b>--</b>	<b>451,153</b>	<b>32,278</b>	<b>(3,721)</b>	<b>479,710</b>
Intercompany payables, net .....	248,399	--	--	(248,399)	--
Long-term debt .....	--	370,642	49,400	--	420,042
Other noncurrent liabilities .....	--	89,409	4,356	--	93,765
Stockholders' equity .....	167,688	416,086	358,244	(774,330)	167,688
<b>Total liabilities and stockholders' equity .....</b>	<b>\$ 416,087</b>	<b>\$ 1,327,290</b>	<b>\$ 444,278</b>	<b>\$ (1,026,450)</b>	<b>\$ 1,161,205</b>

WESCO INTERNATIONAL, INC. AND SUBSIDIARIES  
CONDENSED CONSOLIDATING STATEMENTS OF INCOME

THREE MONTHS ENDED SEPTEMBER 30, 2004

(IN THOUSANDS)					
	WESCO International, Inc.	WESCO Distribution, Inc.	Non-Guarantor Subsidiaries	Consolidating and Eliminating Entries	Consolidated
Net sales .....	\$ --	\$ 833,855	\$ 140,653	\$ --	\$ 974,508
Cost of goods sold .....	--	679,672	112,270	--	791,942
Selling, general and administrative expenses .....	--	121,015	16,231	--	137,246
Depreciation and amortization .....	--	3,673	759	--	4,432
Results of affiliates' operations .....	16,915	7,318	--	(24,233)	--
Interest expense (income), net .....	(3,265)	12,744	831	--	10,310
Loss on debt extinguishments, net .....	--	444	--	--	444
Other (income) expense .....	--	2,006	(75)	--	1,931
Provision for income taxes .....	1,143	4,704	3,319	--	9,166
Net income .....	<u>\$ 19,037</u>	<u>\$ 16,915</u>	<u>\$ 7,318</u>	<u>\$ (24,233)</u>	<u>\$ 19,037</u>

THREE MONTHS ENDED SEPTEMBER 30, 2003

(IN THOUSANDS)					
	WESCO International, Inc.	WESCO Distribution, Inc.	Non-Guarantor Subsidiaries	Consolidating and Eliminating Entries	Consolidated
Net sales .....	\$ --	\$ 705,442	\$ 120,159	\$ --	\$ 825,601
Cost of goods sold .....	--	575,373	96,569	--	671,942
Selling, general and administrative expenses .....	--	106,235	18,445	--	124,680
Depreciation and amortization .....	--	4,359	789	--	5,148
Results of affiliates' operations .....	6,530	5,497	--	(12,027)	--
Interest (income) expense, net .....	(2,836)	14,356	(672)	--	10,848
Loss on debt extinguishments, net .....	--	487	--	--	487
Other expense (income) .....	--	5,315	(4,591)	--	724
Provision (benefit) for income taxes .....	993	(1,716)	4,122	--	3,399
Net income .....	<u>\$ 8,373</u>	<u>\$ 6,530</u>	<u>\$ 5,497</u>	<u>\$ (12,027)</u>	<u>\$ 8,373</u>

NINE MONTHS ENDED SEPTEMBER 30, 2004

(IN THOUSANDS)

	WESCO International, Inc.	WESCO Distribution, Inc.	Non-Guarantor Subsidiaries	Consolidating and Eliminating Entries	Consolidated
Net sales .....	\$ --	\$ 2,358,045	\$ 395,276	\$ --	\$ 2,753,321
Cost of goods sold .....	--	1,912,178	314,018	--	2,226,196
Selling, general and administrative expenses .....	--	351,082	51,933	--	403,015
Depreciation and amortization .....	--	11,741	2,352	--	14,093
Results of affiliates' operations .....	41,980	25,768	--	(67,748)	--
Interest (income) expense, net .....	(9,018)	40,674	(1,359)	--	30,297
Loss on debt extinguishments, net .....	--	2,069	--	--	2,069
Other expense (income) .....	--	13,171	(8,732)	--	4,439
Provision for income taxes .....	3,155	10,918	11,296	--	25,369
Net income .....	\$ 47,843	\$ 41,980	\$ 25,768	\$ (67,748)	\$ 47,843

NINE MONTHS ENDED SEPTEMBER 30, 2003

(IN THOUSANDS)

	WESCO International, Inc.	WESCO Distribution, Inc.	Non-Guarantor Subsidiaries	Consolidating and Eliminating Entries	Consolidated
Net sales .....	\$ --	\$ 2,087,456	\$ 349,191	\$ --	\$ 2,436,647
Cost of goods sold .....	--	1,703,351	283,305	--	1,986,656
Selling, general and administrative expenses .....	--	321,199	52,042	--	373,241
Depreciation and amortization .....	--	13,052	2,350	--	15,402
Results of affiliates' operations .....	14,928	18,480	--	(33,408)	--
Interest (income) expense, net .....	(8,669)	43,428	(2,701)	--	32,058
Loss on debt extinguishments, net .....	--	180	--	--	180
Other expense (income) .....	--	18,512	(15,100)	--	3,412
Provision (benefit) for income taxes ...	3,036	(8,714)	10,815	--	5,137
Net income .....	\$ 20,561	\$ 14,928	\$ 18,480	\$ (33,408)	\$ 20,561

WESCO INTERNATIONAL, INC. AND SUBSIDIARIES  
CONDENSED CONSOLIDATING STATEMENTS OF CASH FLOWS

NINE MONTHS ENDED SEPTEMBER 30, 2004

	(IN THOUSANDS)				
	WESCO International, Inc.	WESCO Distribution, Inc.	Non-Guarantor Subsidiaries	Consolidating and Eliminating Entries	Consolidated
Net cash (used in) provided by operating activities .....	\$ (81,966)	\$ 170,094	\$ 4,185	\$ --	\$ 92,313
Investing activities:					
Capital expenditures .....	--	(6,453)	(441)	--	(6,894)
Acquisitions .....	--	(31,125)	--	--	(31,125)
Net cash used in investing activities ..	--	(37,578)	(441)	--	(38,019)
Financing activities:					
Net borrowings (repayments) .....	96,125	(142,858)	(1,820)	--	(48,553)
Redemption of stock options .....	(20,144)	--	--	--	(20,144)
Proceeds from the exercise of stock options .....	5,986	--	--	--	5,986
Net cash provided by (used in) pr financing activities .....	81,967	(142,858)	(1,820)	--	(62,711)
Effect of exchange rate changes on Cash and cash equivalents .....	--	--	169	--	169
Net change in cash and cash equivalents ...	1	(10,342)	2,093	--	(8,248)
Cash and cash equivalents at beginning of year .....	1	16,421	11,073	--	27,495
Cash and cash equivalents at end of period	\$ 2	\$ 6,079	\$ 13,166	\$ --	\$ 19,247

WESCO INTERNATIONAL, INC. AND SUBSIDIARIES  
CONDENSED CONSOLIDATING STATEMENTS OF CASH FLOWS

NINE MONTHS ENDED SEPTEMBER 30, 2003

	(IN THOUSANDS)				
	WESCO International, Inc.	WESCO Distribution, Inc.	Non-Guarantor Subsidiaries	Consolidating and Eliminating Entries	Consolidated
Net cash provided by (used in) operating activities .....	\$ 5,900	\$ 28,576	\$ (35,955)	\$ --	\$ (1,479)
Investing activities:					
Capital expenditures .....	--	(5,212)	(338)	--	(5,550)
Acquisitions .....	--	(2,028)	--	--	(2,028)
Proceeds from sale of property .....	--	1,177	--	--	1,177
Net cash used in investing activities .....	--	(6,063)	(338)	--	(6,401)
Financing activities:					
Net borrowings (repayments) .....	(5,954)	(14,255)	37,407	--	17,198
Proceeds from the exercise of stock options .....	53	--	--	--	53
Debt issuance costs .....	--	--	(2,166)	--	(2,166)
Net cash (used in) provided by financing activities .....	(5,901)	(14,255)	35,241	--	15,085
Effect of exchange rate changes on Cash and cash equivalents .....	--	--	549	--	549
Net change in cash and cash equivalents .....	(1)	8,258	(503)	--	7,754
Cash and cash equivalents at beginning of year .....	4	12,449	10,117	--	22,570
Cash and cash equivalents at end of period....	\$ 3	\$ 20,707	\$ 9,614	\$ --	\$ 30,324

## ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion should be read in conjunction with the information in the unaudited condensed consolidated financial statements and notes thereto included herein and WESCO International Inc.'s Financial Statements and Management's Discussion and Analysis of Financial Condition and Results of Operations included in its 2003 Annual Report on Form 10-K.

### GENERAL

WESCO is a full-line distributor of electrical supplies and equipment and is a provider of integrated supply procurement services. We currently operate approximately 350 branch locations and five distribution centers in the United States, Canada, Mexico, Puerto Rico, Guam, the United Kingdom, Nigeria and Singapore. We serve over 100,000 customers worldwide, offering over 1,000,000 products from over 24,000 suppliers. Our diverse customer base includes a wide variety of industrial companies; contractors for industrial, commercial and residential projects; utility companies, and commercial, institutional and governmental customers. Approximately 87% of our net sales are generated from operations in the U.S., 10% from Canada and the remainder from other countries.

Sales growth, along with positive impact from our margin and cost improvement initiatives contributed to improved financial results for the first nine months of 2004. Sales increased 13.0% over the same period last year and our gross margin percentage was 19.1% for the current year. Operating income increased by 79.3% compared with last year's comparable period and the year to date net income was \$47.8 million versus \$20.6 million in last year's comparable period. As a result, our diluted earnings per share were \$1.10 for the nine-month period, a 150% improvement over earnings per share during the same period last year.

### CASH FLOW

We generated \$92.3 million in operating cash flow during the first nine months of 2004. Included in this amount was a \$75.0 million cash inflow from an increase in our Receivables Facility. During the nine-month period ended September 30, 2004, we repurchased \$45.3 million in aggregate principal amount of senior subordinated notes at a net loss of \$2.1 million, paid \$30 million pursuant to the terms of the Bruckner purchase agreement and made a payment of \$20.1 million to certain employees for the net equity value of stock options originally granted in 1994 and 1995.

### FINANCING AVAILABILITY

As of September 30, 2004, we had approximately \$175 million in available borrowing capacity under our financing facilities.

### OUTLOOK

Improvements in operations and our capital structure made in 2003 have positioned us well for the remainder of 2004. Though we continue to see favorable macroeconomic data that reflects activity levels in our major end markets, capital spending in the manufacturing and construction markets we serve still remains well below the higher levels experienced in 1999 and 2000. Even with further improvement, we anticipate a lag before we see a broad based increase in capital spending. Accordingly, we continue to focus on selling and marketing initiatives to increase market share, enhance margin expansion programs and focus on cost containment as we drive to improve our operating performance for the rest of 2004.

### CRITICAL ACCOUNTING POLICIES AND ESTIMATES

During the nine-month period ended 2004, there were no significant changes to WESCO's Critical Accounting Policies and Estimates referenced in the 2003 Annual Report on Form 10-K.

### RESULTS OF OPERATIONS

Third Quarter of 2004 versus Third Quarter of 2003

The following table sets forth the percentage relationship to net sales of certain items in WESCO's unaudited condensed consolidated statements of income for the periods presented:

## THREE MONTHS ENDED SEPTEMBER 30

	2004	2003
Net sales	100.0%	100.0%
Gross profit	18.7	18.6
Selling, general and administrative expenses	14.1	15.1
Depreciation and amortization	0.4	0.6
Income from operations	4.2	2.9
Interest expense	1.0	1.3
Loss on debt extinguishments	0.1	0.1
Other expense	0.2	0.1
Income before income taxes	2.9	1.4
Provision for income taxes	0.9	0.4
Net income	2.0%	1.0%

Net sales in the third quarter of 2004 totaled \$974.5 million versus \$825.6 million in the comparable 2003 quarter, an 18.0% increase. Approximately 15% of the increase in sales was attributable to stronger demand resulting from favorable economic activity and market share gain. The remaining increase was due to improved pricing on commodity products, approximately 2%, and the strength of the Canadian dollar.

Gross profit for the third quarter of 2004 totaled \$182.6 million and was up compared to 2003's third quarter, as the gross margin percentage increased to 18.7% versus 18.6% last year. The slight improvement in gross margin percentage was the result of improved performance with supplier volume rebate and cash discount programs offset somewhat by sales mix differences.

Selling, general and administrative ("SG&A") expenses in the third quarter of 2004 totaled \$137.2 million versus \$124.7 million in last year's comparable quarter. Total payroll expense increased approximately \$11.0 million over last year's third quarter principally from increased variable incentive compensation costs of \$7.1 million, increased health care and benefits costs of \$1.3 million and stock options of \$0.3 million associated with the adoption of SFAS No. 123 in 2003. Shipping and handling expense included in SG&A was \$9.5 million in the third quarter of 2004 compared with \$9.3 million in last year's third quarter. As a percentage of net sales, SG&A expenses decreased to 14.1% from 15.1% in the prior year quarter reflecting LEAN initiatives and the leverage of higher sales volume.

Depreciation and amortization was \$4.4 million in the third quarter of 2004 versus \$5.1 million in last year's third quarter. The decline in depreciation and amortization was primarily due to less depreciation expense on computer hardware and less software amortization as the applicable assets became fully depreciated.

Interest expense totaled \$10.3 million for the third quarter of 2004 versus \$10.8 million in last year's comparable quarter. The decline was due to a lower amount of indebtedness outstanding during the current quarter as compared to the third quarter of 2003 offset somewhat by slightly higher effective interest rates. Loss on debt extinguishments of \$0.4 million for the third quarter of 2004 represented the loss on the repurchase of our senior subordinated notes versus a loss on debt extinguishments of \$0.5 million during last year's comparable period. Other expense during the third quarter of 2004 totaled \$1.9 million compared with \$0.7 million in the third quarter of 2003, reflecting a higher receivable level in 2004 leading to more costs associated with the Receivables Facility.

Income tax expense totaled \$9.2 million in the third quarter of 2004 and the effective tax rate was a 32.5%. Income tax expense totaled \$3.4 million in the third quarter of 2003 and the effective tax rate was a 28.9%. We recapitalized our Canadian operations to reflect the proportionate debt structure of the Canadian and US operations and to improve efficiency in cash flow movement of funds for business and tax purposes. As a result of this recapitalization, the effective tax rate was reduced by 2.4% during the third quarter of 2004. Last year's effective tax rate differed from the statutory rate primarily as a result of the recognition of certain foreign tax credits that became available in last year's third quarter.

For the third quarter of 2004, net income totaled \$19.0 million, or \$0.43 per diluted share, compared with \$8.4 million, or \$0.18 per diluted share, in the third quarter of 2003. The improvements in net income and earnings per share were primarily attributable to increased sales and gross profit offset somewhat by the increase in payroll expense and an increase in the effective tax rate.

Nine Months Ended September 30, 2004 versus Nine Months Ended September 30, 2003

The following table sets forth the percentage relationship to net sales of certain items in WESCO's unaudited condensed consolidated statements of income for the periods presented:

	NINE MONTHS ENDED SEPTEMBER 30	
	2004	2003
	-----	-----
Net sales	100.0%	100.0%
Gross profit	19.1	18.5
Selling, general and administrative expenses	14.6	15.3
Depreciation and amortization	0.5	0.7
	-----	-----
Income from operations	4.0	2.5
Interest expense	1.1	1.3
Loss on debt extinguishment	-	-
Other expense	0.2	0.1
	-----	-----
Income before income taxes	2.7	1.1
Provision for income taxes	0.9	0.2
	-----	-----
Net income	1.8%	0.9%
	-----	-----

Net sales in the nine months ended September 30, 2004 totaled \$2,753.3 million versus \$2,436.6 million in the comparable 2003 period, a 13.0% increase. Approximately 10% of the increase in sales was attributable to stronger demand resulting from expanding economic activity. The remaining increase was split between improved pricing on commodity products of approximately 2% and the strength of the Canadian dollar of 1%.

Gross profit for the nine months ended September 30, 2004 of \$527.1 million was up versus last year's comparable period, as the gross margin percentage improved to 19.1% versus 18.5% last year. The increase in gross margin percentage was favorably impacted by approximately 45 basis points from improved performance with supplier volume rebate and cash discount programs, along with the positive effect of approximately 40 basis points due to the pass through of rising commodity prices.

SG&A expenses during the nine months ended September 30, 2004 totaled \$403.0 million versus \$373.2 million in last year's comparable period. Total payroll expense increased approximately \$26.9 million over last year's comparable period principally from increased variable incentive compensation costs of \$15.8 million, increased health care and benefits costs of \$4.5 million and stock options of \$1.0 million associated with the adoption of SFAS No. 123 in 2003. Shipping and handling expense included in SG&A was \$27.3 million versus \$27.1 during last year's comparable period. As a percentage of net sales, SG&A expenses decreased to 14.6% compared with 15.3% in last year's nine-month period reflecting LEAN initiatives and the leverage of higher sales volume.

Depreciation and amortization was \$14.1 million in the first nine months of 2004 versus \$15.4 million in last year's comparable period. The decline in depreciation and amortization was primarily due to less depreciation expense on computer hardware and less software amortization as the applicable assets became fully depreciated.

Interest expense totaled \$30.3 million for the nine months ended September 30, 2004 versus \$32.1 million in last year's comparable period, a decrease of 5.5%. The decline was due to a lower amount of indebtedness outstanding during the current period. Loss on debt extinguishments of \$2.1 million for the nine months ended September 30, 2004 represented the loss on the repurchase of our senior subordinated notes compared with a loss on debt extinguishments of \$0.2 million last year. Other expense totaled \$4.4 million in 2004, an increase from \$3.4 million in the comparable 2003 period, principally reflecting costs associated with the accounts receivable securitization program.

For the nine months ended September 30, 2004, income tax expense totaled \$25.4 million and the effective tax rate was 34.7%. Income tax expense totaled \$5.1 million in last year's comparable period and the effective tax rate was 20.0%. We recapitalized our Canadian operations to reflect the proportionate debt structure of the Canadian and US operations and to improve efficiency in cash flow movement of funds for business and tax purposes. As a result of this recapitalization, the effective tax rate was reduced by 1.3% during the nine months ended September 30, 2004.

The effective tax rate in the prior-year period differs from the statutory rate primarily as a result of the recognition of a \$2.6 million benefit associated with the favorable resolution of certain prior year tax contingencies, combined with the recognition of a \$0.6 million benefit associated with the utilization of a net operating loss. In addition, foreign tax credits contributed to the reduction in the effective rate during 2003.

For the nine months ended September 30, 2004, net income totaled \$47.8 million, or \$1.10 per diluted share, versus \$20.6 million, or \$0.44 per diluted share, in last year's comparable period. The improvements in net income and earnings per share were primarily attributable to increased sales and gross profit offset somewhat by the increase in payroll expense and an increase in the effective tax rate.

#### LIQUIDITY AND CAPITAL RESOURCES

Total assets were \$1.2 billion at September 30, 2004 and December 31, 2003, respectively. During the first nine months of 2004, total liabilities increased to \$1.0 billion from \$993.5 million at December 31, 2003. An increase in accounts payable of \$88.3 million as a result of increased purchase activity was offset by \$45 million in repurchases of senior subordinated notes, a \$30 million payment made pursuant to earn-out provisions of the Bruckner acquisition agreement. During the first nine months of 2004, stockholders' equity increased \$60.5 million to \$228.2 million at September 30, 2004 principally as a result of \$47.8 million of net income and increases in common stock and additional capital due to equity activity of \$11.6 million.

Our liquidity needs arise from seasonal working capital requirements, capital expenditures, acquisitions and debt service obligations. In addition, certain of our acquisition agreements contain earn-out provisions based principally on future earnings targets. The most significant of these agreements relates to the acquisition of Bruckner, the terms of which provide for additional contingent consideration to be paid based on achieving earnings targets of earnings before interest, taxes, depreciation and amortization of Bruckner. The amount of earn-out proceeds earned that is payable in any single year subsequent to achieving the earnings target is capped under this agreement at \$30 million per year. During the first nine months of 2004, WESCO paid \$30 million pursuant to this agreement. The remaining \$50 million due under the agreement was converted into a note payable (\$30 million, due in June 2005, classified as current and \$20 million, due in June 2006, classified as long-term debt) and pays interest at 10%. No additional amounts can be earned under this agreement.

Certain other acquisitions also contain contingent consideration provisions, only one of which could require a significant payment. Management estimates this payment could be up to \$20 million and would be made in multiple payments between 2004 and 2008. Under this provision, a payment of \$3.1 million is due in the fourth quarter. To meet our funding requirements, we use a mix of internally generated cash flow, our revolving credit facility and our Receivables Facility.

During October 2004, we filed a universal shelf registration statement with the SEC for a public offering of debt and equity securities of WESCO International and our wholly owned subsidiary, WESCO Distribution. The purpose of the offering is to raise funds for general corporate purposes, including but not limited to, reduction of our indebtedness.

We finance our operating and investing needs, as follows:

#### Mortgage Financing Facility

In February 2003, we finalized a mortgage financing facility of \$51 million. Total borrowings under the mortgage financing are subject to a 22-year amortization schedule with a balloon payment due at the end of the 10-year term. Proceeds from the borrowings were used primarily to reduce outstanding borrowings under the 2002 Revolving Credit Facility.

#### 2002 Revolving Credit Facility

In March 2002, WESCO Distribution, Inc. entered into a \$290 million revolving credit agreement that is collateralized by substantially all inventory owned by WESCO and also by the accounts receivable of WESCO Canada. During 2003, we executed an amendment reducing the size of this revolving credit facility to \$200 million. Availability under the facility, which matures in 2007, is limited to the amount of U.S. and Canadian eligible inventory and Canadian receivables applied against certain advance rates. Borrowings under the facility were used

to retire a previous revolving credit facility. Interest on this facility is at LIBOR plus a margin that ranges between 2.0% to 2.75% depending upon the amount of excess availability under the facility. As long as the average daily excess availability for both the preceding and projected succeeding 90-day period is greater than \$50 million, then we would be permitted to make acquisitions and repurchase outstanding public stock and bonds.

The above permitted transactions would also be allowed if such excess availability is between \$25 million and \$50 million and our fixed charge coverage ratio, as defined by the agreement, is at least 1.25 to 1.0 after taking into consideration the permitted transaction. Additionally, if excess availability under the agreement is less than \$50 million, then we must maintain a fixed charge coverage ratio of 1.1 to 1.0. At September 30, 2004, the interest rate was 3.6%. As of September 30, 2004, we had no borrowings outstanding under this facility and approximately \$175 million in availability, and consequently, we were not subject to any covenants in the agreement.

#### Senior Notes

As of September 30, 2004, we had \$333.5 million in aggregate principal amount of 9.125% senior subordinated notes due 2008. The notes were issued with an average issue price of 98%. During the first nine months of 2004, we repurchased \$45.3 million in aggregate principal amount of senior subordinated notes at a net loss of \$2.1 million.

#### Interest Rate Swap Agreements

In September 2003, we entered into a \$50 million interest rate swap agreement, and in December 2003, we entered into two additional \$25 million interest rate swap agreements. These agreements have terms expiring concurrently with the maturity of our 9.125% senior subordinated notes and were entered into with the intent of converting \$100 million of the senior subordinated notes from a fixed-to-floating rate. Pursuant to these agreements, we receive semi-annual fixed interest payments at the rate of 9.125% commencing December 1, 2003 and make semi-annual variable interest rate payments at six-month LIBOR rates plus a premium in arrears. The LIBOR rates in the agreements reset every six months and at September 30, 2004, the rates ranged from 6.50% to 6.72%. The agreements can be terminated by the counterparty in accordance with a redemption schedule that is consistent with the redemption schedule for the senior subordinated notes.

We enter into interest rate swap agreements as a means to hedge our interest rate exposure and maintain certain amounts of variable rate and fixed rate debt. Since the swaps have been designated as hedging instruments, their fair values are reflected in our Consolidated Balance Sheets. Net amounts to be received or paid under the swap agreements are reflected as adjustments to interest expense.

#### Off-Balance Sheet Arrangements-Accounts Receivable Securitization Program

In September 2003, we entered into a \$300 million Receivables Facility agreement with four financial institutions. The facility was amended and increased to \$325 million in August 2004. The current facility provides for a \$190 million purchase commitment with a term of 364 days, expiring August 30, 2005, and a \$135 million purchase commitment with a term of three years or August 27, 2007. Presently, we expect the \$190 million portion of the facility to be renewed in August 2005. Under the Receivables Facility, WESCO sells, on a continuous basis, to WESCO Receivables Corporation, a wholly-owned special purpose company ("SPC"), an undivided interest in all domestic accounts receivable. The SPC sells without recourse to a third-party conduit, all the eligible receivables while maintaining a subordinated interest, in the form of overcollateralization, in a portion of the receivables. WESCO has agreed to continue servicing the sold receivables for the financial institution at market rates; accordingly, no servicing asset or liability has been recorded. As of September 30, 2004, \$300 million in funding was outstanding under the Receivables Facility.

#### Cash Flow

Operating Activities. Cash provided by operating activities for the first nine months of 2004 totaled \$92.3 million compared to cash used by operating activities of \$1.5 million in the prior year. Cash provided by operating activities in 2004 included cash inflows of \$75.0 million associated with increases in eligible receivables related to our Receivables Facility. In 2003, cash used by operating activities included a cash outflow of \$88.0 million due to decreases in eligible receivables related to our Receivables Facility. In 2004, cash generated by net income plus other adjustments totaling \$67.6 million, along with cash inflows from increases in accounts payable of \$87.3 million and prepaid expenses and other current assets of \$12.5 million were partially offset by a \$105.8 million use of cash for increased accounts receivable and a \$60.2 million use of cash for increased inventory. The increases in

accounts payable, accounts receivable and inventory result primarily from the increase in business activity during the first nine months. The change in accounts receivable also includes the impact of a change in cash collection procedures. In 2003, cash generated by net income plus other adjustments totaling \$37.3 million and cash generated by increases in accounts payable and other current and non-current liabilities totaling \$45.8 million along with increased cash inflow from reductions of inventory of \$19.7 million was partially offset by cash used to fund increases in accounts receivable totaling \$19.8 million.

**Investing Activities.** Net cash used in investing activities was \$38.0 million rose during the first nine months of 2004, primarily due to a \$30 million payment pursuant to the Bruckner purchase agreement and capital expenditures of \$6.9 million. In 2003, net cash used in investing activities of \$6.4 million included capital expenditures of \$5.6 million along with acquisition payments totaling \$2.0 million and were partially offset by proceeds received from the sale of property and buildings totaling \$1.2 million.

**Financing Activities.** Net cash used by financing activities during the first nine months of 2004 totaled \$62.7 million primarily as a result of net debt repayments of \$48.6 million and \$20.1 million in cash payments made to certain employees for the redemption of stock options and were offset by \$6.0 million in amounts received from the exercise of stock options. In 2003, net cash provided by financing activities totaled \$15.1 million primarily as a result of completing the mortgage financing facility that provided \$38 million partially offset by debt repayments.

#### Contractual Cash Obligations and Other Commercial Commitments

There have not been any material changes in our contractual obligations and other commercial commitments that would require an update to the disclosure provided in our Form 10-K for the year-ended December 31, 2003.

#### Inflation

The rate of inflation, as measured by changes in the consumer price index, did not have a material effect on the sales or operating results of the Company during the periods presented. However, inflation in the future could affect the Company's operating costs. Overall, price changes from suppliers have historically been consistent with inflation and have not had a material impact on the Company's results of operations. However, as discussed in the results of operation, we did experience a significant rise in the price of certain commodity products. We were able to pass through a majority of the increase to customers in the first nine months of 2004.

#### Seasonality

The Company's operating results are affected by certain seasonal factors. Sales are typically at their lowest during the first quarter due to a reduced level of activity during the winter months. Sales increase during the warmer months beginning in March and continuing through November. Sales drop again slightly in December as the weather cools and also as a result of a reduced level of activity during the holiday season. As a result, the Company reports sales and earnings in the first quarter that are generally lower than that of the remaining quarters.

#### Impact of Recently Adopted Accounting Standards

In January 2003, the FASB issued Interpretation No. 46 (revised December 2003), "Consolidation of Variable Interest Entities." This interpretation requires unconsolidated variable interest entities to be consolidated by their primary beneficiaries if the entities do not effectively disperse the risk and rewards of ownership among their owners and other parties involved. This interpretation, as amended, is effective for all entities subject to this interpretation no later than the end of the first period that ends after March 15, 2004. The adoption of this interpretation did not have an impact on our consolidated financial statements.

In September 2004, the FASB issued EITF 04-10 "Applying Paragraph 19 of FASB Statement No. 131, Disclosures about Segments of an Enterprise and Related Information, in Determining Whether to Aggregate Operating Segments That Do Not Meet the Quantitative Thresholds," Issue Summary No. 1. ("EITF 04-10"). EITF 04-10 establishes evaluation criteria for an enterprise to use when determining whether operating segments that do not meet the quantitative thresholds can still be aggregated in accordance with paragraph 19 of SFAS No. 131, "Disclosure about Segments of an Enterprise and Related Information." ("FAS 131"). We have evaluated EITF 04-10 and have determined that it has no impact on our financial statements.

## FORWARD-LOOKING STATEMENTS

From time to time in this report and in other written reports and oral statements, references are made to expectations regarding the future performance of WESCO. When used in this context, the words "anticipates," "plans," "believes," "estimates," "intends," "expects," "projects" and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain such words. Such statements including, but not limited to, WESCO's statements regarding its business strategy, growth strategy, productivity and profitability enhancement, new product and service introductions and liquidity and capital resources are based on management's beliefs, as well as on assumptions made by, and information currently available to, management, and involve various risks and uncertainties, certain of which are beyond WESCO's control. WESCO's actual results could differ materially from those expressed in any forward-looking statement made by or on behalf of WESCO. In light of these risks and uncertainties there can be no assurance that the forward-looking information will in fact prove to be accurate. Factors that might cause actual results to differ from such forward-looking statements include, but are not limited to, an increase in competition, the amount of outstanding indebtedness, the availability of appropriate acquisition opportunities, availability of key products, functionality of information systems, international operating environments and other risks that are described in WESCO's Annual Report on Form 10-K for the year ended December 31, 2003 which are incorporated by reference herein. WESCO has undertaken no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

### ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISKS

Except as discussed below there have not been any material changes to WESCO's exposures to market risk during the nine months ended September 30, 2004 that would require an update to the disclosures provided in WESCO's Form 10-K for the year-ended December 31, 2003.

As interest rates rose during the first half of 2004, the value of one of our interest rate swap agreements increased and as such, the counterparty required us to provide additional collateral. We deposited cash totaling approximately \$0.5 million in an interest bearing account to satisfy the collateral requirements.

### ITEM 4. CONTROLS AND PROCEDURES

An evaluation was performed under the supervision and with the participation of our management, including the Chief Executive Officer ("CEO") and Chief Financial Officer ("CFO"), of the effectiveness of the design and operation of our disclosure controls and procedures as of the end of the period covered by this quarterly report. Based on that evaluation, management, including the CEO and CFO, concluded that our disclosure controls and procedures were effective to ensure that information required to be disclosed by WESCO in reports that it files under the Exchange Act are recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission rules and forms. There have been no significant changes in internal control over financial reporting that occurred during the third fiscal quarter, that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II - OTHER INFORMATION

ITEM 6. EXHIBITS AND REPORTS ON FORM 8-K

(a) EXHIBITS

10.1 Employment Agreement between WESCO International, Inc. and John Engel.

10.2 First Amendment to Second Amended and Restated Receivable Purchase Agreement dated July 30, 2004 among WESCO Receivables Corp, WESCO Distribution, Inc. and Wachovia Capital Markets LLC.

10.3 Fifth Amendment and Consent to Credit Agreement dated July 29, 2004 between WESCO Distribution, Inc. and General Electric Capital Corporation.

10.4 Second Amendment to Second Amended and Restated Receivables Purchase Agreement and Waiver dated August 31, 2004 among dated August 31, 2004 among WESCO Receivables Corp, WESCO Distribution, Inc. and Wachovia Capital Markets LLC.

10.5 Third Amendment to Second Amended and Restated Receivables Purchase Agreement dated as of September 23, 2004 among dated August 31, 2004 among WESCO Receivables Corp, WESCO Distribution, Inc. and Wachovia Capital Markets LLC.

31.1 Certification of Chief Executive Officer pursuant to Rules 13a-14(a) promulgated under the Exchange Act.

31.2 Certification of Chief Financial Officer pursuant to Rules 13a-14(a) promulgated under the Exchange Act.

32.1 Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

32.2 Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

(b) REPORTS ON FORM 8-K

On July 14, 2004, WESCO issued a press release announcing it hired John Engel in the role of Senior Vice President and Chief Operating Officer and promoted Steve Van Oss to Senior Vice President and Chief Financial and Administrative Officer and on the July 15, 2004 WESCO filed a report on Form 8-K under item 5.

On July 21, 2004, WESCO issued a press release announcing its earnings for the second quarter of 2004 and filed a report on Form 8-K under item 12.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on November 8, 2004 on its behalf by the undersigned thereunto duly authorized.

WESCO International, Inc. and Subsidiaries

By: /s/ Stephen A. Van Oss

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Stephen A. Van Oss  
Senior Vice President and Chief Financial and  
Administrative Officer

## EMPLOYMENT AGREEMENT

JULY 14, 2004

The parties to this Employment Agreement (this "Agreement") are Wesco International, Inc., a Delaware corporation (the "Company"), and John Engel (the "Executive"). The parties wish to provide for the employment of the Executive as Senior Vice President and Chief Operating Officer of the Company as of the date first above written (the "Effective Date").

Accordingly, the parties, intending to be legally bound, agree as follows:

1. Position and Duties.

1.1. Titles; Reporting; Duties. During the Employment Term (as defined in Section 2), the Company shall employ the Executive and the Executive shall serve the Company as its Senior Vice President and Chief Operating Officer on an at-will basis. As Senior Vice President and Chief Operating Officer of the Company, the Executive shall report to and otherwise shall be subject to the direction and control of the Chief Executive Officer of the Company and shall have such duties, responsibilities and authorities consistent with such position as may be assigned to him by the Chief Executive Officer from time to time. The Executive shall use his best efforts to promote the Company's interests and he shall perform his duties and responsibilities faithfully, diligently and to the best of his ability, consistent with sound business practices. The Executive may be required by the Chief Executive Officer to provide services to, or otherwise serve as an officer or director of, any direct or indirect subsidiary of the Company. The Executive shall comply with the Company's policies applicable to executive officers of the Company.

1.2. Outside Activities. The Executive shall devote substantially all of his full working time to the business and affairs of the Company. Notwithstanding the preceding sentence, the Executive may, with the prior approval of the Chief Executive Officer, engage in such other business and charitable activities that do not violate Section 8, create a conflict of interest or the appearance of a conflict of interest with the Company or materially interfere with the performance of his obligations to the Company under this Agreement.

1.3. Place of Employment. The Executive shall perform his duties under this Agreement at the Company's principal executive offices in Pittsburgh, Pennsylvania with the likelihood of substantial business travel. The Executive shall relocate his primary residence to Pittsburgh, Pennsylvania as soon as practicable after the Effective Date. The Company shall pay or reimburse the Executive's moving costs and related expenses in accordance with the Company's policy. During the period prior to such relocation, the Company shall pay or reimburse the Executive for his temporary housing

costs in Pittsburgh; provided, however, that such temporary housing arrangements shall be subject to pre-approval by the Company.

2. Term of Employment. The term of the Executive's employment by the Company under this Agreement shall be for a period of two (2) years commencing on the Effective Date (the "Employment Term"). The Employment Term shall be subject to earlier termination under Section 5 or Section 6 or extension as described in the next sentence. The Employment Term shall be extended automatically for an additional year as of the first anniversary of the Effective Date and as of each subsequent annual anniversary of the Effective Date (each such anniversary is referred to herein as an "Anniversary Date") unless at least ninety (90) days prior to any such Anniversary Date either party shall have given notice to the other party that the Employment Term shall not be so extended.

### 3. Compensation.

3.1. Base Salary. During the Employment Term, the Executive shall be entitled to receive a base salary ("Base Salary") at the annual rate of \$450,000 for services rendered to the Company or any of its direct or indirect subsidiaries, payable semi-monthly in accordance with the Company's regular payroll practices. The Executive's Base Salary will be reviewed annually by the Compensation Committee Board of Directors of the Company (the "Board") and may be adjusted in the Compensation Committee's discretion.

3.2. Annual Bonus Compensation. During the Employment Term, the Executive also shall be entitled to receive incentive compensation ("Bonus") in such amounts, ranging from 0% to 100% of Base Salary, and at such times as the Compensation Committee of the Board may determine in its discretion to award to him under any incentive compensation or other bonus plan or plans for senior executives of the Company as may be established by the Company from time to time (collectively, the "Executive Bonus Plan"). Such Bonus amounts shall be based upon the degree of achievement of Company earnings, sales growth and return on investment or other performance criteria established by the Compensation Committee of the Board. For any partial year (including 2004), the Bonus opportunity shall be prorated based upon the number of days worked during such year.

### 3.3. Stock Option Grants.

(a) Matching Stock Option Award. As of the effective Date, the Company shall grant to the Executive a matching stock option award to purchase a number of shares of Company Common Stock equal to two times the number of shares of Company Common Stock purchased by the Executive as a long-term investment in the open market. This stock option award, granted as of the effective date, will assume that an investment purchase of 50,000 shares of WESCO's common stock will be completed in the first twelve (12) months following the effective date. In the event that less than 50,000 shares are purchased, options equal to twice the difference will not

vest and will be forfeited. If more than 50,000 shares are purchased within the first twelve (12) months following the effective date, a supplemental matching stock option award equal to two times the difference greater than 50,000 will be granted. These matching options shall time-vest on a ratable basis on the first, second and third annual anniversaries of the date of grant. The exercise price of the option grants shall be 100% of the fair market value of the Company's common stock as of the date of grant of the option, as determined in accordance with the Company's Long-Term Incentive Plan, and shall have a stated term of 9.75 years from the date of grant. Notwithstanding the foregoing, these options shall be subject to all of the terms and conditions of the Company's Long-Term Incentive Plan and an individual stock option agreement to be entered into by the Company and the Executive.

(b) New Senior Executive Hire Stock Option Award. As of the Effective Date, the Company shall grant to the Executive a new senior executive hire stock option award to purchase up to 100,000 shares of Company Common Stock. The exercise price of this option shall be 100% of the fair market value of the option shares as of the Effective Date, as determined in accordance with the Company's Long-Term Incentive Plan, and shall have a stated term of 9.75 years from the date of grant. These options shall be subject to performance-vesting based on the annual achievement of a 5% corporate EBITDA margin in 2005 or a subsequent year. Notwithstanding the foregoing, this option award shall be subject to all of the terms and conditions of the Company's Long-Term Incentive Plan and an individual stock option agreement to be entered into by the Company and the Executive.

(c) Future Stock Option Awards. Future stock option grants to the Executive shall be based upon performance and award guidelines established periodically by the Compensation Committee of the Board.

#### 4. Expenses and Other Benefits.

4.1. Reimbursement of Expenses. During the Employment Term, the Executive shall be entitled to receive prompt reimbursement for all reasonable expenses incurred by him (in accordance with the policies and practices presently followed by the Company or as may be established by the Board for its senior executive officers) in performing services under this Agreement, provided that the Executive properly accounts for such expenses in accordance with the Company's policies.

4.2. Employee Benefits. During the Employment Term, the Executive shall be entitled to participate in and to receive benefits as a senior executive under all of the Company's employee benefit plans, programs and arrangements available to senior executives, subject to the eligibility criteria and other terms and conditions thereof, as such plans, programs and arrangements may be duly amended, terminated, approved or adopted by the Board from time to time.

4.3. Automobile Allowance. During the Employment Term, the Executive shall be entitled to an automobile allowance of \$1,000 per month.

## 5. Termination of Employment.

5.1. Death. The Executive's employment under this Agreement shall terminate upon his death.

5.2. Termination by the Company. The Company may terminate the Executive's employment under this Agreement with or without Cause (as defined below). For purposes of this Agreement, the Company shall have "Cause" to terminate the Executive's employment under this Agreement and may complete such termination within 30 days after the Company gives notice to the Executive that it believes it has cause to terminate his employment by reason of any of the following: (a) a material breach of this Agreement by the Executive; (b) the Executive engaging in a felony or engaging in conduct which is in the good faith judgment of the Board, applying reasonable standards of personal and professional conduct, injurious to the Company, its customers, employees, suppliers, or shareholders; (c) the Executive's failure to timely and adequately perform his duties under the Agreement; or (d) the Executive's material breach of any manual or written policy, code or procedure of the Company.

5.3. Termination by the Executive. The Executive may terminate his employment under this Agreement with or without Good Reason (as defined below). If such termination is with Good Reason, the Executive shall give the Company written notice, which shall identify with reasonable specificity the grounds for the Executive's resignation and provide the Company with thirty (30) days from the day such notice is given to cure the alleged grounds for resignation contained in the notice. A termination shall not be for Good Reason if such notice is given by the Executive to the Company more than sixty (60) days after the occurrence of the event that the Executive alleges is Good Reason for his termination hereunder. For purposes of this Agreement, "Good Reason" shall mean any of the following to which the Executive shall not consent in writing: (a) a reduction in the Executive's Base Salary, excluding any reduction that occurs in connection with an across-the-board reduction of the salaries of the entire senior management team; (b) a relocation of the Executive's primary place of employment to a location more than 50 miles from Pittsburgh, Pennsylvania; or (c) any material reduction in the Executive's offices, titles, authority, duties or responsibilities.

5.4. Date of Termination. "Date of Termination" shall mean the earlier of (a) the date of expiration of the Employment Term (as set forth in Section 2) and (b) if the Executive's employment is terminated (i) by his death, the date of his death, or (ii) pursuant to the provisions of Section 5.2, Section 5.3 or Section 6, as the case may be, the date on which the Executive's employment with the Company actually terminates.

6. Disability. The Executive shall be determined to be "Disabled" (and the provisions of this Section 6 shall be applicable) if the Executive is unable to perform his duties under this Agreement on essentially a full-time basis for six (6) consecutive months by reason of a physical or mental condition (a "Disability") and, within thirty (30) days after the Company gives notice to the Executive that it intends to replace him due

to his Disability, the Executive shall not have returned to the performance of his duties on essentially a full-time basis. Upon a determination that the Executive is Disabled, the Company may replace the Executive without breaching this Agreement.

7. Compensation of the Executive upon Termination.

7.1. Death. If the Executive's employment under this Agreement is terminated by reason of his death, the Company shall pay to the person or persons designated by the Executive for that purpose in a notice filed with the Company, or, if no such person shall have been so designated, to his estate, the amount of (a) the Executive's accrued but unpaid Base Salary through the Date of Termination, (b) any accrued but unpaid Bonus; provided that such Bonus is determined to have been earned under the terms of the Executive Bonus Plan and provided that such Bonus shall be payable at such time as the bonuses of other senior executives are payable by the Company and (c) any other amounts that may be reimbursable by the Company to the Executive as expressly provided under this Agreement. Any amounts payable under this Section 7.1 shall be exclusive of and in addition to any payments which the Executive's widow, beneficiaries or estate may be entitled to receive pursuant to any employee benefit plan or program maintained by the Company.

7.2. Disability. In the event of the Executive's termination by reason of Disability pursuant to Section 6, the Executive shall continue to receive his Base Salary as well as all welfare benefits (on an equivalent basis to Section 7.4(a)(v) below) through the Date of Termination; provided, however, that such Base Salary payments and continued benefits shall be offset dollar-for-dollar by the amount of any disability income payments provided to the Executive under any Company disability policy to the extent that such disability insurance was funded by the Company.

7.3. By the Company for Cause or the Executive Without Good Reason. If the Executive's employment is terminated by the Company for Cause, or if the Executive terminates his employment other than for Good Reason, the Company shall pay to the Executive, within thirty (30) days of the Date of Termination, the amount of any accrued but unpaid Base Salary through the Date of Termination and the Company thereafter shall have no further obligation to the Executive under this Agreement, other than for payment of any amounts accrued and vested under any employee benefit plans or programs of the Company.

7.4. By the Executive for Good Reason or the Company other than for Cause.

(a) Severance Benefits on Non-Change in Control Termination. Subject to the provisions of Section 7.4(b) and Section 7.4(d), if prior to the occurrence of a Change in Control or more than one (1) year after the occurrence of a Change in Control the Company terminates the Executive's employment without Cause, or the Executive terminates his employment for Good Reason, then the Executive shall be entitled to the following benefits (the "Severance Benefits"):

(i) the sum of his accrued but unpaid Base Salary through the Date of Termination, that amount being payable in a single lump sum cash payment within thirty (30) days of the Date of Termination;

(ii) a cash amount equal to the Executive's pro rata Bonus for the fiscal year in which the Date of Termination occurs, if such Bonus is deemed earned under the Executive Bonus Plan, payable at such time as bonuses for the annual period are paid to other executive officers of the Company (such pro rata Bonus shall be based on a fraction, the numerator of which is the number of days from the first day of the fiscal year of the Company in which such termination occurs through and including the Date of Termination and the denominator of which is 365)

(iii) a cash amount equal to 1.5 times the Executive's Monthly Base Salary in effect at the Date of Termination that total amount being payable in monthly installments for the greater of (A) the remainder of the Employment Term or (B) eighteen (18) months following the Date of Termination.

(iv) the Executive shall be fully vested in his stock options except for any stock options that will remain unvested and be forfeited if their vesting is specifically conditioned on the achievement of operational and/or financial performance criteria that have not been met. Any and all vested stock options will remain exercisable for a period of 60 days following the date of termination; and

(v) the Company shall pay the full cost of the Executive's COBRA continuation coverage as such coverage is required to be continued under applicable law; provided, however, that, notwithstanding the foregoing, the benefits described in this Section 7.4(a)(v) may be discontinued prior to the end of the period provided in this subsection (v) to the extent, but only to the extent, that the Executive receives substantially similar benefits from a subsequent employer.

(b) Change in Control Benefits. Subject to the provisions of Section 7.4(b) and Section 7.4(d), if within the one (1)-year period following the occurrence of a Change in Control the Company terminates the Executive's employment without Cause, or the Executive terminates his employment for Good Reason, then the Executive shall be entitled to the following Severance Benefits:

(i) the sum of his accrued but unpaid Base Salary through the Date of Termination, that amount being payable in a single lump sum cash payment within thirty (30) days of the Date of Termination;

(ii) a cash amount equal to the Executive's pro rata Bonus for the fiscal year in which the Date of Termination occurs, if such Bonus is deemed earned under the Executive Bonus Plan, payable at such time as bonuses for the annual period are paid to other executive officers of the Company (such pro rata Bonus shall be based on a fraction, the numerator of which is the number of days from the first day of the fiscal year of the Company in which such termination occurs through and

including the Date of Termination and the denominator of which is 365); and

(iii) a cash amount equal to 1.5 times the Executive's Monthly Base Salary in effect at the Date of Termination, that amount being payable in monthly installments for twenty-four (24) months following the Date of Termination;

(iv) the Executive shall be fully vested in his stock options, and vested stock options shall remain exercisable by the Executive for one year following the Date of Termination unless the transaction documents relating to the Change in Control provide for the earlier expiration of such stock options.

(v) the Company shall pay the full cost of the Executive's COBRA continuation coverage as such coverage is required to be continued under applicable law; provided, however, that, notwithstanding the foregoing, the benefits described in this Section 7.4(b)(v) may be discontinued prior to the end of the period provided in this subsection (v) to the extent, but only to the extent, that the Executive receives substantially similar benefits from a subsequent employer.

(c) Definition of Change in Control. For purposes of this Agreement, a "Change in Control" shall have the meaning given to such term in the Company's Long-Term Incentive Plan.

(d) Conditions to Receipt of Severance Benefits under Section 7.4(a).

(i) Release. As a condition to receiving any Severance Benefits to which the Executive may otherwise be entitled under Section 7.4(a) or (b), the Executive shall execute a release (the "Release"), which shall include an affirmation of the restrictive covenants set forth in Section 8 and a non-disparagement provision, in a form and substance satisfactory to the Company, of any claims, whether arising under federal, state or local statute, common law or otherwise, against the Company and its direct or indirect subsidiaries which arise or may have arisen on or before the date of the Release, other than any claims under this Agreement or any rights to indemnification from the Company and its direct or indirect subsidiaries pursuant to any provisions of the Company's (or any of its subsidiaries') articles of incorporation or by-laws or any directors and officers liability insurance policies maintained by the Company. If the Executive fails or otherwise refuses to execute a Release within a reasonable time after the Company's request to do so, the Executive shall not be entitled to any Severance Benefits, or any other benefits provided under this Agreement and the Company shall have no further obligations with respect to the payment of those benefits except as may be required by law.

(ii) Limitation on Benefits. If, following a termination of employment that gives the Executive a right to the payment of Severance Benefits under Section 7.4(a) or (b) the Executive violates in any material respect any of the covenants in Section 8 or as otherwise set forth in the Release, the Executive shall have no further right or claim to any payments or other benefits to which the Executive

may otherwise be entitled under Section 7.4(a) or (b) from and after the date on which the Executive engages in such activities and the Company shall have no further obligations with respect to such payments or benefits; provided, however, that the covenants in Section 8 shall continue in full force and effect.

7.5. Severance Benefits Not Includable for Employee Benefits Purposes. Except to the extent the terms of any applicable benefit plan, policy or program provide otherwise, any benefit programs of the Company that takes into account the Executive's income shall exclude any and all severance payments and benefits provided under this Agreement.

7.6. Exclusive Benefits. The Severance Benefits payable under Section 7.4(a) and (b) if they become applicable under the terms of this Agreement, shall be in lieu of any other severance or similar benefits that would otherwise be payable under any other agreement, plan, program or policy of the Company.

7.7 Certain Additional Payments by the Company.

(a) Calculation of Gross-Up Payment. Notwithstanding anything in this Agreement to the contrary, the Company's regular outside independent public accounting firm or its regular outside law firm (the "Professional Firm") shall determine, promptly following the occurrence of a Change in Control, whether any economic benefit, payment or distribution by the Company to or for the benefit of the Executive, whether paid, payable, distributed or distributable pursuant to the terms of this Agreement or otherwise (a "Payment"), would be subject to the excise tax imposed by Section 4999 of the Internal Revenue Code of 1986, as amended (the "Code"), (such excise tax referred to in this Agreement as the "Excise Tax"). In the event it is determined that any Payments would be subject to the Excise Tax, then the Executive shall be entitled to receive an additional payment (a "Gross-Up-Payment") in an amount such that after payment by the Executive of all applicable federal, state and local income and excise taxes, the Executive retains an amount equal to the amount he would have retained had one-half (1/2) of the Excise Tax been imposed upon the Payment; provided, however, that the foregoing gross-up provision shall not apply in the event that the Professional Firm determines that the benefits to the Executive under this Agreement on an after-tax basis (i.e., after federal, state and local income and excise taxes) if such provision is not applied would exceed the after-tax benefits to the Executive if Payments were reduced (but not below zero) such that the value of the aggregate Payments were one dollar (\$1) less than the maximum amount of Payments which the Executive may receive without becoming subject to the tax imposed by Section 4999 of the Code. The initial Gross-Up Payment, if any, as determined pursuant to this Section 7.7(a), shall be paid to the Executive within thirty (30) days of the Date of Termination or, if later, within five (5) business days of the receipt of the Professional Firm's determination. With respect to all determinations made by the Professional Firm under this Section 7.7, the Professional Firm shall provide detailed supporting calculations both to the Company and the Executive within thirty (30) business days of the Date of Termination, if applicable, or such earlier time as is

requested by the Company. All determinations by the Professional Firm under this Agreement shall be binding upon the Company and the Executive.

(b) Underpayment. As a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Firm, it is possible that Gross-Up Payments that have not been made by the Company should have been made ("Underpayment"). In the event that the Executive is required to make a payment of any Excise Tax, the Professional Firm shall determine the amount of the Underpayment that has occurred and any such Underpayment shall be promptly paid by the Company to or for the benefit of the Executive.

#### 8. Restrictive Covenants.

8.1. Confidential Information. The Executive hereby acknowledges that in connection with his employment by the Company he will be exposed to and may obtain certain information (including, without limitation, procedures, memoranda, notes, records and customer and supplier lists whether such information has been or is made, developed or compiled by the Executive or otherwise has been or is made available to him) regarding the business and operations of the Company and its subsidiaries or affiliates. The Executive further acknowledges that such information and procedures are unique, valuable, considered trade secrets and deemed proprietary by the Company. For purposes of this Agreement, such information and procedures shall be referred to as "Confidential Information." The Executive agrees that all Confidential Information is and shall remain the property of the Company. The Executive further agrees, except as otherwise required by law and for disclosures occurring in the good faith performance of his duties for the Company, while employed by the Company hereunder and thereafter, to hold in the strictest confidence all Confidential Information, and not to, directly or indirectly, duplicate, sell, use, lease, commercialize, disclose or otherwise divulge to any person or entity any portion of the Confidential Information or use any Confidential Information for his own benefit or profit or allow any person, entity or third party, other than the Company and authorized executives of the same, to use or otherwise gain access to any Confidential Information.

8.2. Return of Property. Upon the termination of his employment with the Company or upon the request of the Company at any time, the Executive shall promptly deliver to the Company, and shall retain no copies of, any written materials, records and documents made by the Executive or coming into his possession concerning the business or affairs of the Company or its direct or indirect subsidiaries; provided, however, that the Executive shall be permitted to retain copies of any documents or materials of a personal nature or otherwise related to the Executive's rights under this Agreement.

8.3. Non Competition. During the Employment Term and for a period of twenty-four (24) months after the Date of Termination, the Executive shall not, unless he receives the prior written consent of the Company, directly or indirectly, own an interest in, manage, operate, join, control, lend money or render financial or other assistance to, participate in or be connected with, as an officer, employee, partner,

stockholder, consultant or otherwise, or engage in any activity or capacity (collectively, the "Competitive Activities") with respect to any individual, partnership, limited liability company, firm, corporation or other business organization or entity (each, a "Person"), that is engaged directly or indirectly in the distribution of electrical construction products or electrical and industrial maintenance, repair and operating supplies, or the provision of integrated supply services, or that is in competition with any of the business activities of the Company or its direct or indirect subsidiaries anywhere in the world; provided, however, that the foregoing (a) shall not apply with respect to any line-of-business in which the Company or its direct or indirect subsidiaries was not engaged on or before the Date of Termination, and (b) shall not prohibit the Executive from owning, or otherwise having an interest in, less than one percent (1%) of any publicly-owned entity or three percent (3%) of any private equity fund or similar investment fund that invests in companies engaged in the distribution of electrical construction products or electrical and industrial maintenance, repair and operating supplies, or the provision of integrated supply services, provided the Executive has no active role with respect to any investment by such fund in any Person referred to in this Section 8.3.

8.4. Non-Solicitation. During the Employment Term and for a period of twenty-four (24) months after the Date of Termination, the Executive shall not, whether for his own account or for the account of any other Person (other than the Company or its direct or indirect subsidiaries), intentionally solicit, endeavor to entice away from the Company or its direct or indirect subsidiaries, or otherwise interfere with the relationship of the Company or its direct or indirect subsidiaries with, (a) any person who is employed by the Company or its direct or indirect subsidiaries (including any independent sales representatives or organizations), or (b) any client or customer of the Company or its direct or indirect subsidiaries.

8.5. Assignment of Developments. If at any time or times during the Executive's employment, whether during work hours or off-duty hours, the Executive shall (either alone or with others) make, conceive, create, discover, invent or reduce to practice any Development (as defined below) that (i) relates to the business of the Company or any customer of or supplier to the Company or any of the products or services being developed, manufactured or sold by the Company or which may be used in relation therewith; or (ii) results from tasks assigned to the Executive by the Company; or (iii) results from the use of premises or personal property (whether tangible or intangible) owned, leased or contracted for by the Company, then all such Developments and the benefits thereof are and shall immediately become the sole and absolute property of the Company and its assigns, as works made for hire or otherwise. The term "Development" shall mean any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, technique, know-how, trade secret or intellectual property right whatsoever or any interest therein (whether or not patentable or registerable under copyright, trademark or similar statutes or subject to analogous protection). The Executive shall promptly disclose to the Company (or any persons designated by it) each such Development. The Executive hereby assigns all rights (including, but not limited to, rights to inventions, patentable subject matter, copyrights and trademarks)

the Executive may have or may acquire in the Developments and all benefits and/or rights resulting therefrom to the Company and its assigns without further compensation and shall communicate, without cost or delay, and without disclosing to others the same, all available information relating thereto (with all necessary plans and models) to the Company.

8.6. Injunctive Relief. The Executive acknowledges that a breach of any of the covenants contained in this Section 8 may result in material, irreparable injury to the Company for which there is no adequate remedy at law, that it shall not be possible to measure damages for such injuries precisely and that, in the event of such a breach or threat of breach, the Company shall be entitled to obtain a temporary restraining order and/or a preliminary or permanent injunction restraining the Executive from engaging in activities prohibited by this Section 8 or such other relief as may be required to specifically enforce any of the covenants in this Section 8. To the extent that the Company seeks a temporary restraining order (but not a preliminary or permanent injunction), the Executive agrees that a temporary restraining order may be obtained ex parte.

8.7. Adjustment of Covenants. The parties consider the covenants and restrictions contained in this Section 8 to be reasonable. However, if and when any such covenant or restriction is found to be void or unenforceable and would have been valid had some part of it been deleted or had its scope of application been modified, such covenant or restriction shall be deemed to have been applied with such modification as would be necessary and consistent with the intent of the parties to have made it valid, enforceable and effective.

## 9. Miscellaneous.

9.1. Assignment; Successors; Binding Agreement. This Agreement may not be assigned by either party, whether by operation of law or otherwise, without the prior written consent of the other party, except that any right, title or interest of the Company arising out of this Agreement may be assigned to any corporation or entity controlling, controlled by, or under common control with the Company, or succeeding to the business and substantially all of the assets of the Company or any affiliates for which the Executive performs substantial services. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legatees, devisees, personal representatives, successors and assigns.

9.2. Modification and Waiver. Except as otherwise provided below, no provision of this Agreement may be modified, waived, or discharged unless such waiver, modification or discharge is duly approved by the Board and is agreed to in writing by the Executive and such officer(s) as may be specifically authorized by the Board to effect it. Notwithstanding the foregoing, in the event that the provisions of the Company's Corporate Governance Guidelines related to executive employment agreements are revised during the Employment Term, the Company may make changes to this Agreement, without the consent of the Executive, in order to conform

this Agreement with such revised Guidelines. No waiver by any party of any breach by any other party of, or of compliance with, any term or condition of this Agreement to be performed by any other party, at any time, shall constitute a waiver of similar or dissimilar terms or conditions at that time or at any prior or subsequent time.

9.3. Entire Agreement. This Agreement embodies the entire understanding of the parties hereof, and supersedes all other oral or written agreements or understandings between them regarding the subject matter hereof. No agreement or representation, oral or otherwise, express or implied, with respect to the subject matter of this Agreement, has been made by either party which is not set forth expressly in this Agreement.

9.4. Governing Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania other than the conflict of laws provision thereof.

9.5. Consent to Jurisdiction and Service of Process.

(a) Disputes Other Than Those Under Section 8. In the event of any dispute relating to this Agreement, other than a dispute relating solely to Section 8, the parties shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If such a dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration, litigation, or some other dispute resolution procedure. If the parties do not reach such solution through negotiation or mediation within a period of sixty (60) days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. The arbitrator shall be selected by agreement of the parties or, if they do not agree on an arbitrator within thirty (30) days after either party has notified the other of his or its desire to have the question settled by arbitration, then the arbitrator shall be selected pursuant to the procedures of the American Arbitration Association (the "AAA") in Pittsburgh, Pennsylvania. The determination reached in such arbitration shall be final and binding on all parties. Enforcement of the determination by such arbitrator may be sought in any court of competent jurisdiction. Unless otherwise agreed by the parties, any such arbitration shall take place in Pittsburgh, Pennsylvania, and shall be conducted in accordance with the Commercial Arbitration Rules of the AAA.

(b) Disputes Under Section 8. In the event of any dispute, controversy or claim between the Company and the Executive arising out of or relating to the interpretation, application or enforcement of the provisions of Section 8, the Company and the Executive agree and consent to the personal jurisdiction of the County Courts

in Allegheny County, Pennsylvania and/or the United States District Court for the Western District of Pennsylvania for resolution of the dispute, controversy or claim, and that those courts, and only those courts, shall have exclusive jurisdiction to determine any dispute, controversy or claim related to, arising under or in connection with Section 8 of this Agreement. The Company and the Executive also agree that those courts are convenient forums for the parties to any such dispute, controversy or claim and for any potential witnesses and that process issued out of any such court or in accordance with the rules of practice of that court may be served by mail or other forms of substituted service to the Company at the address of its principal executive offices and to the Executive at his last known address as reflected in the Company's records.

9.6. Withholding of Taxes. The Company shall withhold from any amounts payable under the Agreement all federal, state, local or other taxes as legally shall be required to be withheld.

9.7. Notice. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand, mailed within the continental United States by first class certified mail, return receipt requested, postage prepaid or sent via a nationally-recognized overnight courier or by facsimile transmission, addressed as follows:

(a) to the Company, to:

Wesco International, Inc.  
Suite 700  
225 West Station Square Drive  
Pittsburgh, PA 15219  
Attention: \_\_\_\_\_

(b) to the Executive, to:

John Engel  
  
\_\_\_\_\_  
\_\_\_\_\_

Addresses may be changed by written notice sent to the other party at the last recorded address of that party.

9.8. Severability. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

9.9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

9.10. Headings. The headings used in this Agreement are for convenience only, do not constitute a part of the Agreement, and shall not be deemed to limit, characterize, or affect in any way the provisions of the Agreement, and all provisions of the Agreement shall be construed as if no headings had been used in the Agreement.

9.11. Construction. As used in this Agreement, unless the context otherwise requires: (a) the terms defined herein shall have the meanings set forth herein for all purposes; (b) references to "Section" are to a section hereof; (c) "include," "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; (d) "writing," "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; (e) "hereof," "herein," "hereunder" and comparable terms refer to the entirety of this Agreement and not to any particular section or other subdivision hereof or attachment hereto; (f) references to any gender include references to all genders; and (g) references to any agreement or other instrument or statute or regulation are referred to as amended or supplemented from time to time (and, in the case of a statute or regulation, to any successor provision).

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date and year first above written.

WESCO INTERNATIONAL, INC

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

Title: \_\_\_\_\_

EXECUTIVE

\_\_\_\_\_  
John Engel

FIRST AMENDMENT TO SECOND AMENDED AND RESTATED  
RECEIVABLES PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO SECOND AMENDED AND RESTATED RECEIVABLES PURCHASE AGREEMENT (this "Amendment") dated as of July 30, 2004, is entered into among WESCO RECEIVABLES CORP. (the "Seller"), WESCO DISTRIBUTION, INC. (the "Servicer"), the Purchasers (each, a "Purchaser") and Purchaser Agents (each, a "Purchaser Agent") party hereto, and WACHOVIA SECURITIES, INC., as Administrator (the "Administrator").

## RECITALS

1. The Seller, Servicer, each Purchaser, each Purchaser Agent and the Administrator are parties to the Second Amended and Restated Receivables Purchase Agreement dated as of September 2, 2003 (as amended through the date hereof, the "Agreement"); and

2. The parties hereto desire to amend the Agreement as hereinafter set forth.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Certain Defined Terms. Capitalized terms that are used herein without definition and that are defined in Exhibit I to the Agreement shall have the same meanings herein as therein defined.

2. Amendment to Agreement. The Agreement is hereby amended as follows:

2.1 The definition of "Change in Control" set forth in Exhibit I of the Agreement is hereby amended and restated in its entirety as follows:

"Change in Control" means that WESCO ceases to own, directly or indirectly (including through any of its Subsidiaries), (a) 100% of the capital stock of the Seller free and clear of all Adverse Claims or (b) a majority of the capital stock of any Originator free and clear of all Adverse Claims in each case other than (x) the pledges by WESCO to General Electric Capital Corporation ("GECC"), as agent for itself and various lenders pursuant to (i) the Security Agreement dated as of March 19, 2002, among WESCO, GECC, as agent, and various other parties and (ii) the Borrower Pledge Agreement dated as of March 19, 2002 between WESCO and GECC as agent, as either such agreement may be amended, restated, supplemented or otherwise modified from time to time; (y) upon the formation and funding of WDC Holding Inc. ("WDC"), a Delaware corporation and wholly owned subsidiary of WESCO, solely to the extent such pledges and the related documentation therefor are subject to an intercreditor agreement (or similar arrangement) with GECC in form and substance satisfactory to the Administrator and each Purchaser Agent, the pledges, if any, by WDC to GECC, as agent, for itself and various lenders pursuant to one or more security and/or pledge agreements that may be entered into among WDC and GECC, as agent, and various other parties, as such agreements (if any) may be amended, restated, supplemented or otherwise modified from time to time; and (z) upon the

formation and funding of WESCO Distribution Canada Co. ("WESCO DC"), an unlimited liability company formed under the laws of the province of Nova Scotia and an indirect subsidiary of WESCO, solely to the extent such pledges and the related documentation therefor are subject to an intercreditor agreement (or similar arrangement) with GECC in form and substance satisfactory to the Administrator and each Purchaser Agent, the pledges by WESCO DC to GECC, as agent, for itself and various lenders pursuant to one or more security and/or pledge agreements that may be entered into among WDC and GECC, as such agreements (if any) may be amended, restated, supplemented or otherwise modified from time to time.

2.2 Section 1(m)(ii) of Exhibit IV of the Agreement is hereby amended and restated in its entirety as follows:

"(ii) Subject to the limitation set forth in clause (iii) below, the Seller may make Restricted Payments so long as such Restricted Payments are made only in one or more of the following ways: (A) the Seller may make cash payments (including prepayments) of the Company Note in accordance with its terms, and (B) the Seller may declare and pay dividends."

3. Representations and Warranties. The Seller hereby represents and warrants to each of the parties hereto as follows:

(a) Representations and Warranties. The representations and warranties contained in Exhibit III of the Agreement are true and correct as of the date hereof.

(b) No Default. Both before and immediately after giving effect to this Amendment and the transactions contemplated hereby, no Termination Event or Unmatured Termination Event exists or shall exist.

4. Effect of Amendment. All provisions of the Agreement, as expressly amended and modified by this Amendment, shall remain in full force and effect. After this Amendment becomes effective, all references in the Agreement (or in any other Transaction Document) to "this Agreement", "hereof", "herein" or words of similar effect referring to the Agreement shall be deemed to be references to the Agreement as amended by this Amendment. This Amendment shall not be deemed, either expressly or impliedly, to waive, amend or supplement any provision of the Agreement other than as set forth herein.

5. Effectiveness. This Amendment shall become effective as of the date hereof upon receipt by the Administrator of counterparts of this Amendment (whether by facsimile or otherwise) executed by each of the other parties hereto, in form and substance satisfactory to the Administrator in its sole discretion.

6. Counterparts. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.

7. Governing Law. This Amendment shall be governed by, and construed in accordance with, the internal laws of the State of New York (without regard to any otherwise applicable principles of conflicts of law).

8. Section Headings. The various headings of this Amendment are included for convenience only and shall not affect the meaning or interpretation of this Amendment, the Agreement or any provision hereof or thereof.

9. Consent to Amendment to Articles of Incorporation. By signing in the space provided for it below, each of the parties hereto hereby consents to the amendment by the Seller of its articles of incorporation solely in the form of such amended articles of incorporation attached hereto as Annex A.

(continued on following page)

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

WESCO RECEIVABLES CORP.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WESCO DISTRIBUTION, INC., as Servicer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WACHOVIA SECURITIES, INC.,  
as Administrator

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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MARKET STREET FUNDING CORPORATION,  
as a Conduit Purchaser

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PNC BANK, NATIONAL ASSOCIATION,  
as Purchaser Agent for Market Street Funding  
Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GENERAL ELECTRIC CAPITAL  
CORPORATION, as a Conduit Purchaser

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Purchaser Agent for General  
Electric Capital Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BLUE RIDGE ASSET FUNDING  
CORPORATION, as a Conduit Purchaser

By: Wachovia Capital Markets, LLC  
as Attorney in Fact

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WACHOVIA BANK, NATIONAL  
ASSOCIATION, as Purchaser Agent for Blue  
Ridge Asset Funding Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FIFTH THIRD BANK, as a Conduit Purchaser

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FIFTH THIRD BANK,  
as Purchaser Agent for Fifth Third Bank

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE RELATED COMMITTED PURCHASERS:

PNC BANK, NATIONAL ASSOCIATION,  
as a Related Committed Purchaser for Market Street  
Funding Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FIFTH THIRD BANK, as a Related Committed  
Purchaser for Fifth Third Bank

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GENERAL ELECTRIC CAPITAL  
CORPORATION, as a Related Committed  
Purchaser for General Electric Capital Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WACHOVIA BANK, NATIONAL  
ASSOCIATION, as Related Committed Purchaser for  
Blue Ridge Asset Funding Corporation

By: Wachovia Capital Markets, LLC  
as Attorney in Fact

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ANNEX A  
Amendment to Articles of Incorporation

S-1

## FIFTH AMENDMENT AND CONSENT TO CREDIT AGREEMENT

This Fifth Amendment and Consent to Credit Agreement, dated as of July 29, 2004 (this "Amendment"), is entered into by and among WESCO DISTRIBUTION, INC. ("Borrower"); the other Credit Parties signatory hereto; GENERAL ELECTRIC CAPITAL CORPORATION, as a Lender, and as Agent for Lenders (in such capacity, "Agent"); and the other Lenders.

## RECITALS

WHEREAS, Borrower, the other Credit Parties signatory thereto, Agent and Lenders are parties to that certain Credit Agreement, dated as of March 19, 2002, (as amended by Amendment No. 1 to Credit Agreement, dated as of September 30, 2002, the Second Amendment and Consent, dated as of December 2, 2002, the Third Amendment to Credit Agreement, dated as of December 9, 2002, and the Fourth Amendment and Consent to Credit Agreement, dated as of March 28, 2003, and as hereafter further amended, restated or otherwise modified, the "Credit Agreement");

WHEREAS, Borrower and the other Credit Parties desire to effect a reorganization of certain of the Canadian Credit Parties (items (A)-(DD) below are collectively referred to as the "Canadian Reorganization") whereby the following will occur:

- (A) WESCO Distribution-Canada, Inc. ("WESCO Canada") shall be continued as a corporation organized under the laws of Nova Scotia;
- (B) WESCO Canada shall form a new wholly-owned Canadian subsidiary, which shall be a Nova Scotia limited liability company ("Canada Newco");
- (C) WESCO Canada shall form a new wholly-owned Canadian subsidiary, which shall be a Nova Scotia unlimited liability company ("Canco 2");
- (D) A new entity in the form of an Ontario limited partnership ("WESCO Canada LP") shall be formed, and Canco 2 shall contribute cash in an aggregate amount not to exceed \$100.00 to WESCO Canada LP in exchange for a 1% partnership interest in WESCO Canada LP; and WESCO Canada shall contribute cash to WESCO Canada LP in exchange for a 99% partnership interest in WESCO Canada LP;
- (E) Canco 2 shall issue shares of its common stock to its sole shareholder, WESCO Canada in exchange for cash consideration in an aggregate amount not to exceed \$2,000,000 equal in value to approximately 1% of the value of WESCO Canada;
- (F) WESCO Canada shall contribute substantially all of its assets (including cash) and liabilities to WESCO Canada LP in exchange for approximately 99% of the partnership interests in WESCO Canada LP on a fully diluted basis;

- (G) Canco 2 shall contribute cash to WESCO Canada LP in exchange for approximately 1% of the partnership interests in WESCO Canada LP on a fully diluted basis;
- (H) Each of WESCO Canada and Canada Newco shall amalgamate to form WESCO Distribution Canada Co. ("WESCO ULC"), a Nova Scotia unlimited liability company;
- (I) WESCO Canada LP shall pay all accrued interest due and owing to WESCO Canada Finance Limited Partnership ("WESCO Canada Finance") pursuant to the existing intercompany loan from WESCO Canada Finance to WESCO Canada LP;
- (J) WESCO Equity Corporation ("WESCO Equity") shall form a new wholly-owned subsidiary in the form of a Nova Scotia unlimited liability company ("WESCO ULC 2");
- (K) WESCO Equity shall contribute all of its partnership interest in WESCO Canada Finance to WESCO ULC 2; in exchange for additional shares of common stock of WESCO ULC 2;
- (L) WESCO Finance Corp. ("WESCO Finance") shall form a new wholly-owned subsidiary in the form of a Nova Scotia unlimited liability company ("WESCO ULC 3");
- (M) WESCO Finance shall contribute all of its partnership interest in WESCO Canada Finance to WESCO ULC 3 in exchange for additional shares of common stock of WESCO ULC 3;
- (N) WESCO ULC 3 shall contribute all of its partnership interest in WESCO Canada Finance to WESCO Canada LP in exchange for an additional partnership interest (of equivalent value) in WESCO Canada LP;
- (O) Borrower shall extend an intercompany loan to WESCO Canada LP in an amount equal to the difference between the available cash on hand of WESCO Canada LP and the amount of that certain existing intercompany loan owing to WESCO Canada Finance;
- (P) WESCO Canada LP shall repay in full the existing intercompany loan owing to WESCO Canada Finance;
- (Q) WESCO ULC 2 shall contribute its .1% general partnership interest in WESCO Canada Finance to WESCO Canada LP in exchange for an additional partnership interest (of equivalent value) in WESCO Canada LP;

- (R) WESCO Canada Finance shall be dissolved and shall distribute its assets to the sole owner of its partnership interests, WESCO Canada LP;
- (S) WESCO Canada LP shall repay in full the existing intercompany loan from Borrower extended pursuant to clause (O) above;
- (T) Borrower shall form a new wholly owned direct subsidiary, which shall be a corporation organized under the laws of the State of Delaware ("US Newco");
- (U) Borrower shall contribute all of the issued and outstanding shares of WESCO ULC owned by Borrower to US Newco in exchange for additional shares of US Newco common stock of which 21% will be shares of non-voting common stock and 79% will be shares of voting common stock;
- (V) WESCO Finance shall contribute all of the issued and outstanding shares of WESCO ULC 3 owned by WESCO Finance to US Newco in exchange for additional shares of voting common stock of US Newco (of equivalent value);
- (W) WESCO Equity shall contribute all of the issued and outstanding shares of WESCO ULC 2 owned by WESCO Equity to US Newco in exchange for additional shares of voting common stock of US Newco (of equivalent value);
- (X) WESCO ULC shall contribute a portion of its partnership interest in WESCO Canada LP to Canco 2 in exchange for additional shares of common stock of Canco 2;
- (Y) Canco 2 shall be converted from a Nova Scotia unlimited liability company into a Nova Scotia limited liability company;
- (Z) WESCO Receivables Corp. ("WESCO Receivables") shall recapitalize its capital stock into 100,000 shares of common stock, consisting of 1,000 shares of Class A Common Stock and 99,000 shares of Class B Common Stock (the "Class B Stock"). The existing shares of common stock of WESCO Receivables held by Borrower will be converted into 1,000 shares of Class A Common Stock and 99,000 shares of Class B Stock;
- (AA) Borrower shall contribute all of the shares of Class B Stock of WESCO Receivables owned by Borrower to US Newco, in exchange for additional shares of US Newco common stock of which 21% will be shares of voting common stock and 79% will be shares of non-voting common stock;
- (BB) US Newco shall contribute to WESCO ULC (i) a portion of the shares of Class B Stock of WESCO Receivables owned by US Newco, (ii) all of the shares of WESCO ULC 3 owned by US Newco, and (iii) all of the shares of WESCO ULC 2 owned by US Newco, in exchange for shares of common stock of WESCO ULC;

(CC) WESCO ULC, WESCO ULC 2 and WESCO ULC 3 shall amalgamate and continue as WESCO Distribution Canada Co. ("WESCO DC"); and

(DD) US Newco shall sell certain of the shares of Class B Stock of WESCO Receivables then owned by US Newco to WESCO DC in exchange for a promissory note issued by WESCO DC to US Newco that will pay cash interest in an aggregate annual amount not to exceed \$12,000,000 (the "WESCO DC Note").

WHEREAS, Agent and Lenders are willing to consent to the Canadian Reorganization on and subject to the terms and conditions set forth herein;

WHEREAS, Borrower, the other Credit Parties, Agent and Lenders are each desirous of entering into certain related amendments to the Credit Agreement as and to the extent set forth in this Amendment and subject to the terms and conditions set forth herein; and

WHEREAS, this document shall constitute a Loan Document and these Recitals shall be construed as part of this Amendment;

NOW THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, and of the Revolving Credit Advances and other extensions of credit heretofore, now or hereafter made to, or for the benefit of, Borrower by Lenders and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Borrower, the other Credit Parties, Agent and Lenders hereby agree as follows:

1. Definitions. Except to the extent otherwise specified herein, capitalized terms used in this Amendment shall have the same meanings ascribed to them in the Credit Agreement and Annex A thereto.

2. Consents, Agreements and Covenants.

(a) Canadian Reorganization. Notwithstanding any provision contained in the Credit Agreement or other Loan Documents to the contrary, Agent and Lenders hereby consent to the Canadian Reorganization; provided, that, (i) the documentation for the Canadian Reorganization is in form and substance reasonably acceptable to Agent; (ii) upon its formation, US Newco shall become a party to the Credit Agreement as a Credit Party; (iii) upon its formation, US Newco shall become a Grantor under the Security Agreement; (iv) upon its formation, US Newco shall enter into a pledge agreement in form and substance satisfactory to Agent pursuant to which US Newco shall pledge, among other things, the stock of WESCO DC (upon the issuance of its stock) owned by US Newco, the stock of WESCO ULC (upon the issuance of its stock) owned by US Newco, the stock of WESCO ULC 2 (upon the issuance of its stock) owned by US Newco, the stock of WESCO ULC 3 (upon the issuance of its stock) owned by US Newco, the shares of Class B Stock of WESCO Receivables owned by US Newco and the WESCO DC Note held by US Newco to Agent, on behalf of itself and Lenders, which WESCO DC Note shall serve as Collateral and shall be subordinated to the Obligations on terms and conditions satisfactory to Agent; (v) Borrower shall enter into an amendment to the

Borrower Pledge Agreement whereby it shall pledge to Agent, on behalf of itself and Lenders, all of the capital stock of US Newco owned by Borrower, all of the capital stock of WESCO ULC (upon the issuance of its stock) owned by Borrower, all of the shares of Class B Stock of WESCO Receivables owned by Borrower and the Intercompany Note from WESCO Canada LP in favor of Borrower, which Note shall serve as Collateral and shall be subordinated to the Obligations on terms and conditions satisfactory to Agent; (vi) upon its formation, Canco 2 shall become a party to the Credit Agreement as a Credit Party; (vii) upon its formation, Canco 2 shall become a Grantor under the Security Agreement; (viii) upon its formation, Canco 2 shall enter into a pledge agreement in form and substance satisfactory to Agent; (ix) WESCO Canada shall enter into an amendment to the WESCO Canada Pledge Agreement whereby it shall pledge to Agent, on behalf of itself and Lenders, all of the shares of common stock of each of Canada Newco (upon the issuance of its shares of common stock) and Canco 2 (upon the issuance of its shares of common stock) owned by WESCO Canada; (x) upon its formation, WESCO Canada LP shall become a party to the Credit Agreement as a Credit Party; (xi) upon its formation, WESCO Canada LP shall become a Grantor under the Security Agreement; (xii) upon its formation, WESCO Canada LP shall enter into a pledge agreement in form and substance satisfactory to Agent; (xiii) upon its formation, WESCO ULC shall become a party to the Credit Agreement as a Credit Party; (xiv) upon its formation, WESCO ULC shall become a Grantor under the Security Agreement; (xv) upon its formation, WESCO ULC shall enter into a pledge agreement in form and substance satisfactory to Agent pursuant to which WESCO ULC shall pledge, among other things, the shares of Class B Stock of WESCO Receivables owned by WESCO ULC, the partnership interest of WESCO Canada LP (upon the issuance of its partnership interests) owned by WESCO ULC, the shares of common stock of Canco 2 (upon the issuance of its shares of common stock) owned by WESCO ULC, the stock of WESCO ULC 2 (upon the issuance of its stock) owned by WESCO ULC, and the stock of WESCO ULC 3 (upon the issuance of its stock) owned by WESCO ULC to Agent, on behalf of itself and Lenders; (xvi) upon its formation, WESCO DC shall become a party to the Credit Agreement as a Credit Party; (xvii) upon its formation, WESCO DC shall become a Grantor under the Security Agreement; (xviii) upon its formation, WESCO DC shall enter into a pledge agreement in form and substance satisfactory to Agent pursuant to which WESCO DC shall pledge, among other things, the shares of Class B Stock of WESCO Receivables owned by WESCO DC, the partnership interest of WESCO Canada LP (upon the issuance of its partnership interests) owned by WESCO DC and the shares of common stock of Canco 2 (upon the issuance of its shares of common stock) owned by WESCO DC to Agent, on behalf of itself and Lenders; (xix) upon its formation, WESCO ULC 2 shall become a party to the Credit Agreement as a Credit Party; (xx) upon its formation, WESCO ULC 2 shall become a Grantor under the Security Agreement; (xxi) upon its formation, WESCO ULC 2 shall enter into a pledge agreement in form and substance satisfactory to Agent pursuant to which WESCO ULC 2 shall pledge, among other things, the partnership interests of WESCO Canada Finance owned by WESCO ULC 2 to Agent, on behalf of itself and Lenders; (xxii) upon its formation, WESCO ULC 3 shall become a party to the Credit Agreement as a Credit Party; (xxiii) upon its formation, WESCO ULC 3 shall become a Grantor under the Security Agreement; (xxiv) upon its formation, WESCO ULC 3 shall enter into a pledge agreement in form and substance satisfactory to Agent pursuant to which WESCO ULC 3 shall pledge, among other things, the partnership interests of WESCO Canada LP (upon the issuance of its partnership interests) owned by WESCO ULC 3 to Agent, on behalf of itself and Lenders; (xxv) upon its formation, Canada Newco shall become a party to the Credit

Agreement as a Credit Party; (xxvi) upon its formation, Canada Newco shall grant a security interest in all of its assets to Agent, for the benefit of itself and Lenders; (xxvii) upon its formation, Canada Newco shall enter into a pledge agreement in form and substance satisfactory to Agent; (xxviii) all conditions set forth in Section 4 hereof shall be satisfied in form and substance satisfactory to Agent; and (xxix) at any time and from time to time, upon the written request of Agent and at the sole expense of Borrower, Borrower and/or any other Credit Party shall promptly and duly execute and deliver any and all such UCC financing statements, PPSA financing statements, agreements, instruments and documents and take such further actions as Agent may deem necessary or desirable to effectuate the foregoing intents and purposes.

(b) Security Documents. The consent set forth in Section 2(a) above is subject to the further condition that Agent shall receive, in form and substance satisfactory to Agent and at the times for delivery specified below, each of the following documents, fully executed by all parties thereto: (i) upon their formation, a Security Agreement pursuant to which each of Canco 2, WESCO Canada LP, WESCO ULC, WESCO ULC 2, WESCO ULC 3 and Canada Newco shall grant to Agent, for the benefit of itself and Lenders, a security interest in all of their respective assets; (ii) upon its formation, a joinder to the Security Agreement pursuant to which US Newco shall become a Grantor under the Security Agreement; (iii) upon its formation, a Guaranty executed by US Newco in favor of Agent and Lenders with respect to the Obligations; (iv) upon their formation, a Guaranty executed by each of Canco 2, WESCO Canada LP, WESCO ULC, WESCO ULC 2, WESCO ULC 3 and Canada Newco in favor of Agent and Lenders in respect of the Obligations; (v) upon its formation, a pledge agreement pursuant to which US Newco shall pledge all of its assets, including, without limitation, the stock of WESCO ULC (upon the issuance of its stock) owned by US Newco, the stock of WESCO DC (upon the issuance of its stock) owned by US Newco, the shares of common stock of WESCO ULC 2 owned by US Newco (upon the acquisition of such shares of common stock by US Newco from WESCO Equity), the shares of common stock of WESCO ULC 3 owned by US Newco (upon the acquisition of such shares of common stock by US Newco from WESCO Finance), and immediately upon their acquisition, the WESCO DC Note (upon the execution of the WESCO DC Note) held by US Newco and the shares of Class B Stock of WESCO Receivables owned by US Newco, to Agent, on behalf of itself and Lenders; (vi) upon its formation, a pledge agreement pursuant to which Canco 2 shall pledge all of its assets, including, without limitation, the partnership interests in WESCO Canada LP (upon the issuance of its partnership interests) owned by Canco 2, to Agent, on behalf of itself and Lenders; (vii) upon its formation, a pledge agreement pursuant to which WESCO Canada LP shall pledge all of its assets, including, without limitation, and immediately upon their acquisition, the partnership interests in WESCO Canada Finance owned by WESCO Canada LP to Agent, on behalf of itself and Lenders; (viii) upon its formation, a pledge agreement pursuant to which WESCO ULC shall pledge all of its assets, including, without limitation, the shares of Class B Stock of WESCO Receivables owned by WESCO ULC, the partnership interests of WESCO Canada LP (upon the issuance of its partnership interests) owned by WESCO ULC, and the shares of common stock of Canco 2 (upon the issuance of its shares of common stock) owned by WESCO ULC to Agent, on behalf of itself and Lenders; (ix) upon its formation, a pledge agreement pursuant to which WESCO DC shall pledge all of its assets, including, without limitation, the shares of Class B Stock of WESCO Receivables owned by WESCO DC, the partnership interests in WESCO Canada LP (upon the issuance of such partnership interests) owned by WESCO DC and the shares of common stock of Canco 2 (upon the issuance of its shares of common stock) owned by

WESCO DC to Agent, on behalf of itself and Lenders; (x) upon its formation, a pledge agreement pursuant to which Canada Newco shall pledge all of its assets to Agent, on behalf of itself and Lenders, effective immediately and automatically upon the consummation of the transaction described in clause (B) of the second "Whereas" clause of this Amendment; (xi) an amendment to the WESCO Canada Pledge Agreement, pledging the shares of common stock of Canada Newco owned by WESCO Canada, effective immediately and automatically upon the consummation of the transaction described in clause (B) of the second "Whereas" clause of this Amendment; (xii) an amendment to the WESCO Canada Pledge Agreement, pledging the shares of common stock of Canco 2 owned by WESCO Canada, effective immediately and automatically upon the consummation of the transaction described in clause (C) of the second "Whereas" clause of this Amendment; (xiii) an amendment to the WESCO Canada Pledge Agreement, pledging the partnership interests of WESCO Canada LP owned by Canco 2 and WESCO Canada, effective immediately and automatically upon the consummation of the transactions described in clause (D) of the second "Whereas" clause of this Amendment; (xiv) an amendment to the WESCO Canada Pledge Agreement, pledging the shares of common stock of Canco 2 owned by WESCO Canada, effective immediately and automatically upon the consummation of the transaction described in clause (E) of the second "Whereas" clause of this Amendment; (xv) an amendment to the WESCO Canada Pledge Agreement, pledging the partnership interests of WESCO Canada LP owned by WESCO Canada, effective immediately and automatically upon the consummation of the transaction described in clause (F) of the second "Whereas" clause of this Amendment; (xvi) an amendment to the Borrower Pledge Agreement, which amendment shall (I) add the stock of WESCO ULC owned by Borrower, effective immediately and automatically upon the consummation of the transaction described in clause (H) of the second "Whereas" clause of this Amendment; (II) add to the Collateral for the Obligations of the additional stock of US Newco owned by Borrower, effective immediately and automatically upon the consummation of the transaction described in clause (I) of the second "Whereas" clause of this Amendment; (III) add to the Collateral for the Obligations of the shares of Class B Stock of WESCO Receivables owned by Borrower, effective immediately and automatically upon the consummation of the transaction described in clause (Z) of the second "Whereas" clause of this Amendment and (IV) add to the Collateral for the Obligations of the intercompany note from WESCO Canada LP in favor of Borrower, effective immediately and automatically upon the consummation of the transaction described in clause (O) of the second "Whereas" clause of this Amendment; (xvii) a pledge amendment pursuant to which WESCO Equity shall pledge all of its assets to Agent, on behalf of itself and Lenders, including, without limitation, the stock of WESCO ULC 2 owned by WESCO Equity, effective immediately and automatically upon the consummation of the transaction described in clause (J) of the second "Whereas" clause of this Amendment; (xviii) a pledge agreement pursuant to which WESCO ULC 2 shall pledge all of its assets to Agent, on behalf of itself and Lenders, including, without limitation, the partnership interests of WESCO Canada Finance owned by WESCO ULC 2, effective immediately and automatically upon the consummation of the transaction described in clause (K) of the second "Whereas" clause of this Amendment; (xix) an amendment to the WESCO Finance Pledge Agreement, pledging the stock of WESCO ULC 3 owned by WESCO Finance, effective immediately and automatically upon the consummation of the transaction described in clause (L) of the second "Whereas" clause of this Amendment; (xx) a pledge agreement pursuant to which WESCO ULC 3 shall pledge all of its assets to Agent, on behalf of itself and Lenders, including, without limitation, the partnership interests of WESCO Canada LP

owned by WESCO ULC 3, effective immediately and automatically upon the consummation of the transaction described in clause (M) of the second "Whereas" clause of this Amendment; (xxi) an amendment to the WESCO ULC 3 Pledge Agreement, which amendment shall amend the portion of the partnership interests of WESCO Canada LP owned by WESCO ULC 3 as pledged to Agent, effective immediately and automatically upon the consummation of the transaction described in clause (N) of the second "Whereas" clause of this Amendment; (xxii) an amendment to the Pledge Agreement of WESCO ULC, effective immediately and automatically following the consummation of the transaction described in clause (X) of the second "Whereas" clause of this Amendment, which amendment shall amend the portion of the partnership interest in WESCO Canada LP, and the portion of Canco 2 shares owned by WESCO ULC as pledged to Agent; (xxiii) an amendment to the Pledge Agreement of US Newco, effective immediately and automatically following the consummation of the transaction described in clause (DD) of the second "Whereas" clause of this Amendment, which amendment shall reflect the sale of certain of the shares of Class B Stock of WESCO Receivables owned by US Newco to WESCO ULC; (xxiv) all UCC financing statements, PPSA financing statements, endorsements in blank, stock powers endorsed in blank, original stock certificates, original promissory notes, and other filings, instruments, agreements and documents which Agent deems necessary or desirable to perfect Agent's security interests in all of the assets of US Newco; and (xxv) all PPSA financing statements, endorsements in blank, stock powers endorsed in blank, original stock certificates, original promissory notes, and other filings, instruments, agreements and documents necessary or desirable to perfect Agent's security interests in all of the assets of each of Canco 2; WESCO Canada LP, WESCO DC, WESCO ULC, WESCO ULC 2, WESCO ULC 3 and Canada Newco. In the event that any of the foregoing conditions is not, or fails to remain, satisfied, the consent set forth in Section 2(a) above shall be of no further force and effect and shall be void ab initio.

(c) Opinion. The consent set forth in Section 2(a) above is subject to the further condition that, upon completion of the Canadian Reorganization, Agent shall receive a legal opinion addressed to Agent and each of the Lenders from United States and Canadian counsel to Borrower and the other Credit Parties, which legal opinion shall address the Canadian Reorganization, the matters contemplated by this Amendment including, by way of example, but not of limitation, the various security agreements and pledge agreements and the various security interests and liens granted to Agent, on behalf of itself and Lenders, and such other related matters as Agent may reasonably request, and which legal opinion shall be in form and substance satisfactory to Agent. In the event that the recipients of this Section 2(c) are not, or fail to remain, satisfied, the consent set forth in Section 2(a) above shall be of no further force and effect and shall be void ab initio.

(d) WESCO DC Note. Notwithstanding any provision contained in the Credit Agreement or other Loan Documents to the contrary, Agent and Lenders hereby consent to the issuance of the WESCO DC Note and the payment by WESCO DC to US Newco of cash interest in respect of such Note in an aggregate annual amount not to exceed \$12,000,000; provided, that, (i) the WESCO DC Note shall be in form and substance acceptable to Agent, (ii) upon its receipt of any and all payments of interest in respect of such Note, US Newco shall dividend or otherwise distribute the entire amount of such payments of interest to Borrower and (iii) such WESCO DC Note shall be pledged to the Agent, on behalf of itself and Lenders, as Collateral for the Obligations pursuant to legal documentation in form and substance satisfactory to Agent.

(e) Event of Default. If at any time before, during or after consummation of the Canadian Reorganization Borrower or any other Credit Party shall fail to observe or fully satisfy any of the requirements and other provisions set forth in this Section 2, it shall constitute an Event of Default for all purposes of the Credit Agreement and each other Loan Document.

3. Amendments. The Credit Agreement is amended as follows:

3.1 Section 6.3 (Indebtedness).

(a) Section 6.3 (Indebtedness) of the Credit Agreement is hereby amended by deleting the word "and" at the end of clause (xix) thereof, changing current clause (xx) to clause (xxii), and inserting the following clause as new clause (xx) and clause (xxi):

"(xx) Indebtedness consisting of intercompany loans and advances made following the Closing Date by US Newco to WESCO DC in an aggregate principal amount at any time outstanding that shall not exceed \$150,000,000 or the Dollar Equivalent Amount thereof; provided, that: (A) WESCO DC shall have executed and delivered to US Newco an interest bearing demand note (which shall be an "Intercompany Note" as defined herein) to evidence any and all such intercompany Indebtedness owing at any time by WESCO DC to US Newco, which Intercompany Note shall be in form and substance satisfactory to Agent and shall be pledged and delivered to Agent as additional collateral security for the Obligations and shall be accompanied by an endorsement executed in blank and any other documentation or other deliveries necessary or desirable to perfect Agent's security interest in such Intercompany Note; (B) each such Credit Party shall record all intercompany transactions on its books and records in a manner satisfactory to Agent; (C) the obligations of WESCO DC under any such Intercompany Note shall be subordinated to the Obligations hereunder and under the other Loan Documents in a manner reasonably satisfactory to Agent; (D) at the time such intercompany loan is made by US Newco and after giving effect thereto, US Newco and WESCO DC shall each be Solvent, and (E) no Default or Event of Default shall have then occurred and be continuing or would occur and be continuing after giving effect to any such proposed intercompany Indebtedness;

"(xxi) Indebtedness consisting of intercompany loans and advances made following the Closing Date by Borrower to WESCO Canada LP in an aggregate principal amount at any time outstanding that shall not exceed \$35,000,000 or the Dollar Equivalent Amount thereof; provided, that: (A) WESCO Canada LP shall have executed and delivered to Borrower a demand note (which shall be an "Intercompany Note" as defined herein) to evidence any and all such intercompany Indebtedness owing at any time by WESCO Canada LP to Borrower, which Intercompany Note shall be in form and substance satisfactory to Agent and shall be pledged and delivered to Agent as additional collateral security for the Obligations and shall be accompanied by an endorsement executed in blank and any other documentation or other deliveries necessary or desirable to perfect Agent's security interest in such Intercompany Note; (B) each such Credit Party shall record all intercompany transactions on its books and records in a manner satisfactory to Agent; (C) the obligations of WESCO Canada LP under any such Intercompany Note shall be subordinated to the Obligations hereunder and under the

other Loan Documents in a manner reasonably satisfactory to Agent; (D) at the time such intercompany loan is made by Borrower and after giving effect thereto, Borrower and WESCO Canada LP shall each be Solvent, (E) no Default or Event of Default shall have then occurred and be continuing or would occur and be continuing after giving effect to any such proposed intercompany Indebtedness and (F) any such intercompany loan shall be repaid in full on or prior to the third Business Day following the effective date of this Fifth Amendment;"

(b) Effective upon consummation of the Canadian Reorganization, Section 6.3 (Indebtedness) of the Credit Agreement will be amended by amending restating clause (ix) to read in its entirety as follows:

(ix) Indebtedness consisting of intercompany loans and advances made by Borrower to WESCO Canada LP; provided, that (A) WESCO Canada LP shall have executed and delivered to Borrower, a demand note, (the "Intercompany Note") to evidence any and all such intercompany Indebtedness owing at any time, which Intercompany Note shall be in form and substance satisfactory to Agent and shall be pledged and delivered to Agent pursuant to the applicable Pledge Agreement or Security Agreement as additional collateral security for the Obligations; (B) Borrower and WESCO Canada LP shall each record all intercompany transactions on their respective books and records in a manner satisfactory to Agent; (C) the obligation of WESCO Canada LP under the Intercompany Note issued by it shall be subordinated to the Obligations hereunder and under the other Loan Documents in a manner satisfactory to Agent; (D) at the time any such intercompany loan or advance is made and after giving effect thereto, each of Borrower, WESCO Finance, WESCO ULC and WESCO Canada LP shall be Solvent; (E) no Default or Event of Default would occur and be continuing after giving effect to any such proposed intercompany loan; (F) the aggregate balance of all such intercompany loans and advances made by Borrower to WESCO Canada LP shall not exceed \$50,000,000 or the Dollar Equivalent Amount thereof at any one time outstanding; (G) the recipient of any such intercompany loans shall be creditworthy, as determined by Agent; and (H) to the extent required by applicable law, all such loans and advances shall bear interest and all applicable withholdings shall be deducted and remitted to the applicable Governmental Authority when due and payable;

### 3.2 Annex A (Definitions).

(a) Annex A (Definitions) to the Credit Agreement is hereby amended by adding the following definitions in alphabetical order:

"US Newco" means WDC Holding, Inc., a Delaware corporation.

"WESCO Canada LP" means WESCO Distribution Canada LP, an Ontario limited partnership.

"WESCO DC" means WESCO Distribution Canada Co., a Nova Scotia unlimited liability company.

(b) Annex A (Definitions). Effective upon the consummation of the Canadian Reorganization, Annex A (Definitions) is amended by changing the following definition:

"WESCO Canada" means WESCO Canada LP.

3.3 Schedules. Existing Schedules 3.1, 3.2, 3.6, 3.8, 3.18, 3.19 and 3.22 are amended by deleting them in their entirety and replacing them in their entirety with the attached amended and restated Schedules 3.1, 3.2, 3.6, 3.8, 3.18, 3.19 and 3.22.

4. Conditions Precedent to Effectiveness. The effectiveness of each of the consents set forth in Section 2 and the amendments set forth in Section 3 hereof is subject to the satisfaction of each of the following conditions precedent in a manner acceptable to Agent:

4.1 Agent's receipt of counterparts of this Amendment, duly executed by the Borrower, the other Credit Parties listed as signatories hereto, Agent and Lenders.

4.2 No Default or Event of Default shall have occurred and be continuing or would result from the effectiveness of this Amendment or the consummation of any of the transactions contemplated thereby.

4.3 The payment by the Borrower to the Administrative Agent, for the account of Lenders, of an amendment fee in an amount equal to \$75,000, to be distributed pro rata to all Lenders which have timely approved this Amendment, as evidenced by each such Lender's timely execution and delivery of a counterpart signature page to this Amendment and based on each Lender's Commitments immediately prior to the effectiveness of this Amendment.

4.4 Agent shall have received evidence that any and all necessary approvals and consents to the Canadian Reorganization shall have been obtained, including, without limitation, any and all necessary approvals, consents and amendments in connection with the Permitted Receivables Financing, all of which shall be in form and substance satisfactory to Agent.

4.5 Agent shall have received a legal opinion addressed to Agent and each of the Lenders from United States and Canadian counsel to Borrower and the other Credit Parties, which legal opinion shall address the Borrower's and the other Credit Parties' ability and authority to carry out the Canadian Reorganization, the matters contemplated by this Amendment and completed as of the date hereof and such other related matters as Agent may reasonably request, and which legal opinion shall be in form and substance satisfactory to Agent.

4.6 Agent and Lenders shall have received such other agreements, instruments and documents as Agent may reasonably request.

5. Reference to and Effect Upon the Credit Agreement and other Loan Agreements.

5.1 Except for the specific consents provided for in Section 2 above and the specific amendments set forth in Section 3 above, the Credit Agreement, the Notes and each

other Loan Document shall remain in full force and effect and each is hereby ratified and confirmed.

5.2 The execution, delivery and effect of this Amendment shall be limited precisely as written and shall not be deemed to (i) be a consent to any waiver of any term or condition (except for the specific consents in Section 2 above), or to any amendment or modification of any term or condition (except as specifically amended in Section 3 above), of the Credit Agreement or any other Loan Document or (ii) prejudice any right, power or remedy which the Agent or any Lender now has or may have in the future under or in connection with the Credit Agreement, the Notes or any other Loan Document. Each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof", "herein" or any other word or words of similar import shall mean and be a reference to the Credit Agreement as amended hereby, and each reference in any other Loan Document to the Credit Agreement or any word or words of similar import shall be and mean a reference to the Credit Agreement as modified hereby.

5.3 Each of US Newco, WESCO Canada LP, Canco 2, WESCO DC, WESCO ULC, WESCO ULC 2, WESCO ULC 3 and Canada Newco is and shall be deemed to be a "Credit Party" for all purposes under the Credit Agreement and each other Loan Document.

6. Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed an original but all such counterparts shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by telecopier shall be as effective as delivery of a manually executed counterpart signature page to this Amendment.

7. Costs and Expenses. As provided in Section 11.3 of the Credit Agreement, Borrower shall pay the fees, costs and expenses incurred by Agent in connection with the preparation, execution and delivery of this Amendment (including, without limitation, reasonable attorneys' fees).

8. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS (AS OPPOSED TO CONFLICTS OF LAW PROVISIONS) OF THE STATE OF NEW YORK.

9. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Amendment has been duly executed as of the date first written above.

BORROWER:

WESCO DISTRIBUTION, INC.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

The following Persons are signatories to this Amendment in their capacity as Credit Parties and not as Borrowers.

WESCO DISTRIBUTION-CANADA, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WESCO CANADA FINANCE LIMITED  
PARTNERSHIP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WESCO INTERNATIONAL, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WESCO FINANCE CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CDW HOLDCO, LLC

By: \_\_\_\_\_  
Its Managing Member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

HERNING ENTERPRISES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WESCO NIGERIA, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WESCO EQUITY CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GENERAL ELECTRIC CAPITAL  
CORPORATION, AS AGENT AND LENDER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE CIT GROUP/BUSINESS CREDIT,  
INC., AS SYNDICATION AGENT AND LENDER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FLEET CAPITAL CORPORATION,  
AS DOCUMENTATION AGENT AND LENDER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CITIZENS BANK OF PENNSYLVANIA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PNC BANK, NATIONAL ASSOCIATION,  
AS LENDER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LASALLE BANK NATIONAL ASSOCIATION

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

FIRST COMMONWEALTH BANK  
T/A NBOC BANK, AS LENDER

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SECOND AMENDMENT TO SECOND AMENDED AND RESTATED  
RECEIVABLES PURCHASE AGREEMENT AND WAIVER

THIS SECOND AMENDMENT TO SECOND AMENDED AND RESTATED RECEIVABLES PURCHASE AGREEMENT AND WAIVER (this "Amendment") dated as of August 31, 2004, is entered into among WESCO RECEIVABLES CORP. (the "Seller"), WESCO DISTRIBUTION, INC. (the "Servicer"), the Purchasers (each, a "Purchaser") and Purchaser Agents (each, a "Purchaser Agent") party hereto, and WACHOVIA CAPITAL MARKETS, LLC (as successor to Wachovia Securities, Inc.), as Administrator (the "Administrator").

RECITALS

1. The Seller, Servicer, each Purchaser, each Purchaser Agent and the Administrator are parties to the Second Amended and Restated Receivables Purchase Agreement dated as of September 2, 2003 (as amended through the date hereof, the "Agreement"); and

2. The parties hereto desire to amend the Agreement as hereinafter set forth.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Certain Defined Terms. Capitalized terms that are used herein without definition and that are defined in Exhibit I to the Agreement shall have the same meanings herein as therein defined.

2. Amendments to Agreement. The Agreement is hereby amended as follows:

2.1 The definition of "Settlement Date" as set forth in Exhibit I to the Agreement is hereby amended and restated in its entirety as follows:

"Settlement Date" means the 2nd Business Day following the date the Information Package for the most recent calendar month is due.

2.2 Clause (g) of Exhibit V to the Agreement is hereby amended and restated in its entirety as follows:

(g) the average for three consecutive calendar months of: (A) the Default Ratio shall (i) exceed 4.00% during the period from the effective date of this Amendment through and including January 31, 2005 or (ii) exceed 3.75% thereafter, (B) the Delinquency Ratio shall exceed 4.05%, or (C) the Dilution Ratio shall exceed 7.00%;

2.3 The definition of "Group A Ratable Share" as set forth in Exhibit I to the Agreement is hereby amended and restated in its entirety as follows:

"Group A Ratable Share" means on any date with respect to any Group A Purchaser, a fraction, expressed as a percentage (a) the numerator of which is equal to the portion of the Investment of such Purchaser set forth in paragraph (a) of the definition thereof at such time, and (b) the denominator of which is the aggregate of the Investments of all Purchasers at such time.

2.4 Any references in the Agreement (or the Exhibits, Schedules or Annexes thereto) to "Wachovia Securities, Inc." shall hereinafter be deemed to be references to "Wachovia Capital Markets, LLC".

2.5 The Commitment and Scheduled Commitment Termination Date with respect to PNC Bank, National Association, as a Related Committed Purchaser, as set forth on PNC Bank, National Association's signature page to the Agreement, is hereby amended by respectively (i) deleting the amount "\$40,000,000" therein and substituting the amount "\$55,000,000" therefor and (ii) deleting the date "August 31, 2004" therein and substituting the date "August 30, 2005" therefor.

2.6 The Commitment and Scheduled Commitment Termination Date with respect to Wachovia Bank, National Association, as a Related Committed Purchaser, as set forth on Wachovia Bank, National Association's signature page to the Agreement, is hereby amended by respectively (i) deleting the amount "\$125,000,000" therein and substituting the amount "\$135,000,000" therefor and (ii) deleting the date "August 31, 2004" therein and substituting the date "August 30, 2005" therefor.

2.7 Schedule II to the Agreement is hereby amended and restated in its entirety as attached hereto.

3. Waiver. Pursuant to Section 2.2 of the Agreement and clause (g) of Exhibit V to the Agreement (prior to the effectiveness of this Amendment), if the average for three consecutive calendar months of the Default Ratio exceeds 3.00% then a default constituting a Termination Event is deemed to have occurred and may trigger the Facility Termination Event. You have advised the Administrator that, (i) as further indicated in the Information Package delivered for the period ending March 31, 2004, the Default Ratio as calculated on March 31, 2004 equaled 3.05%, thereby causing such a default to occur on March 31, 2004 and (ii) as further indicated in the Information Package delivered for the period ending July 31, 2004, the Default Ratio as calculated on July 31, 2004 equaled 3.30%, thereby causing defaults to occur respectively on March 31, 2004 and July 31, 2004 (collectively, such defaults solely occurring on March 31, 2004 and July 31, 2004, the "Breach").

You have requested that the Administrator and the Majority Purchasers (collectively referred to herein as the "Waiving Parties") agree, pursuant to Section 6.1 of the Receivables Purchase Agreement to waive the Breach. The Waiving Parties are prepared to do so, but only upon the terms and conditions set forth below.

The Waiving Parties hereby waive the Breach and any Termination Event occurring solely as a result of the Breach. Notwithstanding anything to the contrary herein or in the Transaction Documents, by signing this letter, the Waiving Parties are not now waiving, nor have the Waiving Parties agreed to waive in the future, the breach of (or any rights, powers and/or remedies, whether arising as a matter of contract and/or applicable law, related to the breach of) any provisions of the Agreement or any other Transaction Documents other than each Breach strictly described herein. Except as specifically modified by this Amendment, all of the terms, conditions and provisions of the Agreement and each other Transaction Document shall stand and remain unchanged and in full force and effect, and the Waiving Parties waive none of, but instead, expressly reserve all of, their claims, rights, powers or remedies, whether as a matter of contract and/or under applicable law with respect to any Transaction Document. The Waiving Parties waive none of, but instead expressly reserve all of, these claims, rights and powers and remedies under the Transaction Documents. No reference to this waiver need be made in any instrument or document at any time referring to the Agreement or any other Transaction Document. The waiver provided for herein shall be strictly construed and limited as provided herein.

4. Representations and Warranties. The Seller and Servicer hereby represent and warrant to each of the parties hereto as follows:

(a) Representations and Warranties. The representations and warranties contained in Exhibit III of the Agreement are true and correct as of the date hereof.

(b) No Default. Both before and immediately after giving effect to this Amendment and the transactions contemplated hereby, no Termination Event or Unmatured Termination Event exists or shall exist.

5. Effect of Amendment. All provisions of the Agreement, as expressly amended and modified by this Amendment, shall remain in full force and effect. After this Amendment becomes effective, all references in the Agreement (or in any other Transaction Document) to "this Agreement", "hereof", "herein" or words of similar effect referring to the Agreement shall be deemed to be references to the Agreement as amended by this Amendment. This Amendment shall not be deemed, either expressly or impliedly, to waive, amend or supplement any provision of the Agreement other than as set forth herein.

6. Effectiveness. This Amendment shall become effective as of the date hereof upon receipt by the Administrator of counterparts of this Amendment (whether by facsimile or otherwise) executed by each of the other parties hereto, in form and substance satisfactory to the Administrator in its sole discretion.

7. Counterparts. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.

8. Governing Law. This Amendment shall be governed by, and construed in accordance with, the internal laws of the State of New York (without regard to any otherwise applicable principles of conflicts of law).

9. Section Headings. The various headings of this Amendment are included for convenience only and shall not affect the meaning or interpretation of this Amendment, the Agreement or any provision hereof or thereof.

SCHEDULE II

LOCK-BOX BANKS AND LOCK-BOX ACCOUNTS

Lock-Box -----	Bank -----	Title -----	Account -----
530409	PNC Bank	Int'l Structures	1001145943
771751	PNC Bank	Wesco Distribution Inc	1001145943
802578	PNC Bank	Wesco Distribution Inc	1001145943
676504	PNC Bank	Bruckner International	1001145943
676780	PNC Bank	Brown Electric	1001145943
890914	PNC Bank	Murco	1001145943
910465	PNC Bank	Wesco Distribution Inc	1001145943
825089	PNC Bank	Bala cynwyd	1001145943
640376	PNC Bank	Wesco Distribution Inc	1001145943
641447	PNC Bank	Pittsburgh Lockbox	1001145943
641836	PNC Bank	Cash Sales	1001145943
642432	PNC Bank	Hamby Young	1001145943
642526	PNC Bank	Coghlin	1001145943
642565	PNC Bank	Bruckner Supply	1001145943
642728	PNC Bank	Control Corp of America	1001145943
633718	Fifth Third	Wesco Distribution Inc	83527712
827765	PNC Bank	Avon Division	1001145943
827791	PNC Bank	Avon Division	1001145943
643582	PNC Bank	Liberty Electric Inc.	1001145943

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

WESCO RECEIVABLES CORP.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WESCO DISTRIBUTION, INC., as Servicer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SECOND AMENDMENT TO WESCO  
2ND A&R RPA

WACHOVIA CAPITAL MARKETS, LLC,  
as Administrator

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SECOND AMENDMENT TO WESCO  
2ND A&R RPA

MARKET STREET FUNDING CORPORATION,  
as a Conduit Purchaser

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PNC BANK, NATIONAL ASSOCIATION,  
as Purchaser Agent for Market Street  
Funding Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SECOND AMENDMENT TO WESCO  
2ND A&R RPA

GENERAL ELECTRIC CAPITAL  
CORPORATION, as a Conduit Purchaser

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Purchaser Agent for  
General Electric Capital Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SECOND AMENDMENT TO WESCO  
2ND A&R RPA

BLUE RIDGE ASSET FUNDING  
CORPORATION, as a Conduit Purchaser

By: Wachovia Capital Markets, LLC  
as Attorney in Fact

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WACHOVIA BANK, NATIONAL  
ASSOCIATION, as Purchaser Agent for  
Blue Ridge Asset Funding Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SECOND AMENDMENT TO WESCO  
2ND A&R RPA

FIFTH THIRD BANK, as a Conduit  
Purchaser

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FIFTH THIRD BANK,  
as Purchaser Agent for Fifth Third Bank

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SECOND AMENDMENT TO WESCO  
2ND A&R RPA

THE RELATED COMMITTED PURCHASERS:

PNC BANK, NATIONAL ASSOCIATION,  
as a Related Committed Purchaser for  
Market Street Funding Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SECOND AMENDMENT TO WESCO  
2ND A&R RPA

FIFTH THIRD BANK, as a Related  
Committed Purchaser for Fifth Third Bank

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SECOND AMENDMENT TO WESCO  
2ND A&R RPA

GENERAL ELECTRIC CAPITAL  
CORPORATION, as a Related Committed  
Purchaser for General Electric Capital  
Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SECOND AMENDMENT TO WESCO  
2ND A&R RPA

WACHOVIA BANK, NATIONAL  
ASSOCIATION, as Related Committed  
Purchaser for Blue Ridge Asset Funding  
Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SECOND AMENDMENT TO WESCO  
2ND A&R RPA

THIRD AMENDMENT TO SECOND AMENDED AND RESTATED  
RECEIVABLES PURCHASE AGREEMENT

THIS THIRD AMENDMENT TO SECOND AMENDED AND RESTATED RECEIVABLES PURCHASE AGREEMENT (this "Amendment") dated as of September 23, 2004, is entered into among WESCO RECEIVABLES CORP. (the "Seller"), WESCO DISTRIBUTION, INC. (the "Servicer"), the Purchasers (each, a "Purchaser") and Purchaser Agents (each, a "Purchaser Agent") party hereto, and WACHOVIA CAPITAL MARKETS, LLC (as successor to Wachovia Securities, Inc.), as Administrator (the "Administrator").

RECITALS

1. The Seller, Servicer, each Purchaser, each Purchaser Agent and the Administrator are parties to the Second Amended and Restated Receivables Purchase Agreement dated as of September 2, 2003 (as amended through the date hereof, the "Agreement"); and

2. The parties hereto desire to amend the Agreement as hereinafter set forth.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Certain Defined Terms. Capitalized terms that are used herein without definition and that are defined in Exhibit I to the Agreement shall have the same meanings herein as therein defined.

2. Amendments to Agreement. The Agreement is hereby amended as follows:

2.1 The Scheduled Commitment Termination Date with respect to Fifth Third Bank, as a Related Committed Purchaser, as set forth on Fifth Third Bank's signature page to the Agreement, is hereby amended by deleting the date "August 29, 2006" therein and substituting the date "August 29, 2007" therefor.

2.2 The Scheduled Commitment Termination Date with respect to General Electric Capital Corporation, as a Related Committed Purchaser, as set forth on General Electric Capital Corporation's signature page to the Agreement, is hereby amended by deleting the date "August 29, 2006" therein and substituting the date "August 29, 2007" therefor.

2.3 Clause (i)(iii) of Section 2 of Exhibit IV to the Agreement is hereby amended and restated in its entirety as follows:

(iii) as to the Servicer only, as soon as available and in any event not later than the twentieth day after the last day of each calendar month or if such day is not a Business Day, the next Business Day, an Information

Package as of the last day of such month or, within 10 Business Days of a request by the Administrator or any Purchaser Agent, an Information Package for such periods as is specified by the Administrator or such Purchaser Agent (including on a semi-monthly, weekly or daily basis); provided, however that if WESCO shall cease to have a rating of at least "B-" by Standard & Poor's on its corporate credit rating the Servicer shall (i) provide an Information Package on the first Business Day of each calendar week and (ii) provide such information as shall requested by the Administrator in its sole discretion regarding Collections to the Administrator on a daily basis;

3. Representations and Warranties. The Seller and Servicer hereby represent and warrant to each of the parties hereto as follows:

(a) Representations and Warranties. The representations and warranties contained in Exhibit III of the Agreement are true and correct as of the date hereof.

(b) No Default. Both before and immediately after giving effect to this Amendment and the transactions contemplated hereby, no Termination Event or Unmatured Termination Event exists or shall exist.

4. Effect of Amendment. All provisions of the Agreement, as expressly amended and modified by this Amendment, shall remain in full force and effect. After this Amendment becomes effective, all references in the Agreement (or in any other Transaction Document) to "this Agreement", "hereof", "herein" or words of similar effect referring to the Agreement shall be deemed to be references to the Agreement as amended by this Amendment. This Amendment shall not be deemed, either expressly or impliedly, to waive, amend or supplement any provision of the Agreement other than as set forth herein.

5. Effectiveness. This Amendment shall become effective as of the date hereof upon receipt by the Administrator of counterparts of this Amendment (whether by facsimile or otherwise) executed by each of the other parties hereto, in form and substance satisfactory to the Administrator in its sole discretion.

6. Counterparts. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument.

7. Governing Law. This Amendment shall be governed by, and construed in accordance with, the internal laws of the State of New York (without regard to any otherwise applicable principles of conflicts of law).

8. Section Headings. The various headings of this Amendment are included for convenience only and shall not affect the meaning or interpretation of this Amendment, the Agreement or any provision hereof or thereof.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

WESCO RECEIVABLES CORP.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WESCO DISTRIBUTION, INC., as Servicer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WACHOVIA CAPITAL MARKETS, LLC,  
as Administrator

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

MARKET STREET FUNDING CORPORATION,  
as a Conduit Purchaser

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PNC BANK, NATIONAL ASSOCIATION,  
as Purchaser Agent for Market Street  
Funding Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GENERAL ELECTRIC CAPITAL  
CORPORATION, as a Conduit Purchaser

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Purchaser Agent for  
General Electric Capital Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BLUE RIDGE ASSET FUNDING  
CORPORATION, as a Conduit Purchaser

By: Wachovia Capital Markets, LLC  
as Attorney in Fact

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WACHOVIA BANK, NATIONAL  
ASSOCIATION, as Purchaser Agent for  
Blue Ridge Asset Funding Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FIFTH THIRD BANK, as a Conduit  
Purchaser

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FIFTH THIRD BANK,  
as Purchaser Agent for Fifth Third Bank

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE RELATED COMMITTED PURCHASERS:

PNC BANK, NATIONAL ASSOCIATION,  
as a Related Committed Purchaser for  
Market Street Funding Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FIFTH THIRD BANK, as a Related  
Committed Purchaser for Fifth Third  
Bank

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GENERAL ELECTRIC CAPITAL  
CORPORATION, as a Related Committed  
Purchaser for General Electric Capital  
Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WACHOVIA BANK, NATIONAL  
ASSOCIATION, as Related Committed  
Purchaser for Blue Ridge Asset Funding  
Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CERTIFICATION PURSUANT TO  
THE SARBANES-OXLEY ACT OF 2002

I, Roy W. Haley, certify that:

1. I have reviewed this quarterly report on Form 10-Q of WESCO International, Inc.;
2. Based on my knowledge, this quarterly 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 quarterly report;
3. Based on my knowledge, the financial statements, and other financial information included in this quarterly 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 quarterly report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) 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) 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
  - c) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting;
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: November 8, 2004

By: /s/ Roy W. Haley

-----  
Roy W. Haley  
Chairman and Chief Executive Officer

CERTIFICATION PURSUANT TO  
THE SARBANES-OXLEY ACT OF 2002

I, Stephen A. Van Oss, certify that:

1. I have reviewed this quarterly report on Form 10-Q of WESCO International, Inc.;
2. Based on my knowledge, this quarterly 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 quarterly report;
3. Based on my knowledge, the financial statements, and other financial information included in this quarterly 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 quarterly report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) 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) 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
  - c) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting;
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: November 8, 2004

By: /s/ Stephen A. Van Oss

-----  
Stephen A. Van Oss  
Senior Vice President and Chief Financial  
and Administrative 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 WESCO International, Inc. (the "Company") on Form 10-Q for the period ended September 30, 2004 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), each of the undersigned, in the capacities and on the dates indicated below, hereby certifies pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 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 operation of the Company.

Date: November 8, 2004

By: /s/ Roy W. Haley

-----  
Roy W. Haley  
Chairman and Chief Executive 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 WESCO International, Inc. (the "Company") on Form 10-Q for the period ended September 30, 2004 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), each of the undersigned, in the capacities and on the dates indicated below, hereby certifies pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 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 operation of the Company.

Date: November 8, 2004      By: /s/ Stephen A. Van Oss

-----  
Stephen A. Van Oss  
Senior Vice President, Chief Financial and  
Administrative Officer