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

FORM 8-K

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

Date of Report (Date of earliest event reported): December 16, 2010

WESCO International, Inc.

(Exact name of registrant as specified in its charter)

Commission file number 001-14989

Delaware

(State or other jurisdiction
of incorporation or organization)

**225 West Station Square Drive
Suite 700**

Pittsburgh, Pennsylvania 15219
(Address of principal executive offices)

25-1723345

(IRS Employer Identification No.)

(412) 454-2200

(Registrant's telephone number,
including area code)

N/A

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

On December 16, 2010, WESCO Distribution, Inc. (“WESCO Distribution”), a wholly-owned subsidiary of WESCO International, Inc. (the “Company”), entered into an amendment of its existing accounts receivable securitization facility (the “Receivables Facility”), pursuant to the terms and conditions of the Third Amendment to Third Amended and Restated Receivables Purchase Agreement, dated as of April 13, 2009 (the “Amendment”), by and among WESCO Receivables Corp., WESCO Distribution, the Purchasers and Purchaser Agents party thereto and PNC Bank, National Association, as Administrator. The Amendment increases the purchase commitment under the Receivables Facility by \$50 million to \$450 million, adds TVC Communications, L.L.C. (“TVC”) as an originator under the Receivables Facility and increases the maximum percentage of eligible receivables in the receivables pool originated by a foreign obligor from 1.0% to 3.0%.

The foregoing description of the Amendment does not purport to be a complete description and is qualified in its entirety by reference to the full text of the Amendment which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

Amendment to Credit Agreement

On December 16, 2010, the Company and WESCO Distribution, together with certain of WESCO Distribution’s subsidiaries, entered into a Limited Consent and Amendment No. 6 to Third Amended and Restated Revolving Credit Agreement (the “Credit Amendment”), dated November 1, 2006, as amended (as amended, the “Credit Agreement”). The Credit Amendment provides for certain internal restructuring actions to be completed by WESCO Distribution and its direct and indirect U.S. and foreign subsidiaries as a result of the acquisition of TVC and its subsidiaries, and adds TVC and certain of its subsidiaries as parties thereto, subject to the conditions set forth therein. All other material terms and conditions of the Credit Agreement remain unchanged.

The foregoing description of the Credit Amendment does not purport to be a complete description and is qualified in its entirety by reference to the full text of the Credit Amendment, which is attached hereto as Exhibit 10.2 and is incorporated herein by reference.

Item 2.01. Completion of Acquisition or Disposition of Assets.

On December 16, 2010, WESCO Distribution announced the completion of its acquisition of the membership interests of TVC pursuant to a Membership Interest Purchase Agreement (the “Agreement”) by and among WESCO Distribution, WDCH, LP, a wholly-owned subsidiary of WESCO Distribution (“Buyer”), TVC and Palisades TVC Holding, L.L.C. (“Seller”). The following description of the Agreement does not purport to be a complete description and is qualified in its entirety by reference to the full text of the Agreement, which was previously filed and is incorporated herein by reference.

Under the terms of the Agreement, Buyer purchased from Seller all of the outstanding membership interests in TVC for an aggregate purchase price of \$246.5 million, subject to certain adjustments based upon TVC's transaction expenses and outstanding debt, working capital and cash on hand at closing. Of the purchase price, \$20.0 million will be retained in escrow, with \$10.0 million subject to release from escrow after 12 months and the remainder subject to release after 21 months. WESCO Distribution funded the acquisition price paid at closing with borrowings under the Receivables Facility.

On December 16, 2010, the Company issued a press release regarding the completion of the acquisition of TVC. A copy of the press release is filed as Exhibit 99.1 to this Current Report and is incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth in Item 1.01 above is hereby incorporated by reference herein in its entirety.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit 2.1	Membership Interest Purchase Agreement, dated as of November 16, 2010, by and among WESCO Distribution, Inc., WDCH, LP, TVC Communications, L.L.C. and Palisades TVC Holding, L.L.C. (incorporated by reference to the Company's Current Report on Form 8-K dated November 18, 2010)
Exhibit 10.1	Third Amendment, dated as of December 16, 2010, to Third Amended and Restated Receivables Purchase Agreement, dated as of April 13, 2009, by and among WESCO Receivables Corp., WESCO Distribution, Inc., the Purchasers and Purchaser Agents party thereto and PNC Bank, National Association (as successors to Wachovia), as Administrator (filed herewith)
Exhibit 10.2	Limited Consent and Amendment No. 6 to Third Amended and Restated Credit Agreement, dated as of December 16, 2010 (filed herewith)
Exhibit 99.1	Press Release of WESCO International, Inc., dated as of December 16, 2010 (filed herewith)

SIGNATURE

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

WESCO INTERNATIONAL, INC.

By: /s/ Richard P. Heyse

Richard P. Heyse

Vice President and Chief Financial Officer

Dated: December 16, 2010

EXHIBIT INDEX

- Exhibit 2.1 Membership Interest Purchase Agreement, dated as of November 16, 2010, by and among WESCO Distribution, Inc., WDCH, LP, TVC Communications, L.L.C. and Palisades TVC Holding, L.L.C. (incorporated by reference to the Company's Current Report on Form 8-K dated November 18, 2010)
- Exhibit 10.1 Third Amendment, dated as of December 16, 2010, to Third Amended and Restated Receivables Purchase Agreement, dated as of April 13, 2009, by and among WESCO Receivables Corp., WESCO Distribution, Inc., the Purchasers and Purchaser Agents party thereto and PNC Bank, National Association (as successors to Wachovia), as Administrator (filed herewith)
- Exhibit 10.2 Limited Consent and Amendment No. 6 to Third Amended and Restated Credit Agreement, dated as of December 16, 2010 (filed herewith)
- Exhibit 99.1 Press Release of WESCO International, Inc., dated as of December 16, 2010 (filed herewith)

**THIRD AMENDMENT TO THIRD AMENDED AND RESTATED
RECEIVABLES PURCHASE AGREEMENT**

THIS THIRD AMENDMENT TO THIRD AMENDED AND RESTATED RECEIVABLES PURCHASE AGREEMENT (this "Amendment"), dated as of December 16, 2010, 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 PNC BANK, NATIONAL ASSOCIATION, as Administrator (the "Administrator").

RECITALS

1. The Seller, the Servicer, each Purchaser, each Purchaser Agent and the Administrator are parties to the Third Amended and Restated Receivables Purchase Agreement, dated as of April 13, 2009 (as amended through the date hereof, the "Agreement").
2. Concurrently herewith, the Seller, the Servicer, each Purchaser and each Purchaser Agent are entering into that certain Structuring Fee Letter (the "Structuring Fee Letter"), dated as of the date hereof.
3. Concurrently herewith, the Seller, the Servicer and the Originators are entering into that certain Eighth Amendment to Purchase and Sale Agreement (the "Purchase and Sale Agreement Amendment"), dated as of the date hereof.
4. Concurrently herewith, the Seller, the Servicer, the Administrator, TVC Communications, L.L.C. and Wells Fargo Bank, National Association are entering into that certain Deposit Account Control Agreement (the "Deposit Account Control Agreement"), dated as of the date hereof.
5. 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 the Agreement. The Agreement is hereby amended as follows:
 - (a) Section 6.1 of the Agreement is hereby amended by inserting the following proviso at the end of the penultimate sentence thereof: "provided, further, however, no amendment or waiver of any provision of any Lock-Box Agreement or the Lock-Box Schedule Letter Agreement shall require the consent of any Purchaser".
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(b) The definition of “Eligible Receivable” set forth on Exhibit I to the Agreement is hereby amended by (i) deleting the word “and” at the end of clause (q) thereof, (ii) replacing the period “.” at the end of clause (p) thereof with “, and” and (iii) adding the following new clause (q) immediately following existing clause (p) thereof:

(q) which (i) does not relate to the sale of any consigned goods or finished goods which have incorporated any consigned goods into such finished goods and (ii) is not owed to any Originator or the Seller as a bailee or consignee for another Person;

(c) Clause (ii) of the definition of “Excess Concentration” set forth on Exhibit I to the Agreement is hereby amended by deleting the percentage “1.00%” therein and substituting the percentage “3.00%” therefor.

(d) The definition of “Transaction Documents” set forth on Exhibit I to the Agreement is hereby replaced in its entirety with the following:

“Transaction Documents” means the Agreement, the Lock-Box Agreements, the Lock-Box Schedule Letter Agreement, each Purchaser Group Fee Letter, the Sale Agreement, the Intercreditor Agreement and all other certificates, instruments, UCC financing statements, reports, notices, agreements and documents executed or delivered under or in connection with the Agreement or such other agreement, in each case as the same may be amended, supplemented or otherwise modified from time to time in accordance with the Agreement.

(e) The following new defined terms are hereby added to Exhibit I to the Agreement in appropriate alphabetical order:

“Lock-Box Schedule Letter Agreement” means that certain letter agreement, dated as of December 16, 2010 and as amended from time to time, among the Seller, the Servicer, the Administrator and each of the Purchasers and Purchaser Agents party thereto, as amended.

“Subject UCC” has the meaning set forth in Section 1(u) of Exhibit III to the Agreement.

(f) Section 1(u) of Exhibit III to the Agreement is hereby replaced in its entirety with the following:

(u) None of the consignments, inventory financings, or other arrangements covered by the financing statement specified in Schedule VIII attached hereto (the “Subject UCC”) relates or will relate to commingled goods or inventory the sale of which gives rise to any Receivable. The secured party set forth on the Subject UCC does not have, nor will it have, any Adverse Claim on, or with respect to, any Pool Receivables or Related Assets.

(g) Section 2(o) of Exhibit III to the Agreement is hereby replaced in its entirety with the following:

(o) None of the consignments, inventory financings, or other arrangements covered by the financing statement specified in the Subject UCC relates or will relate to commingled goods or inventory the sale of which gives rise to any Receivable. The secured party set forth on the Subject UCC does not have, nor will it have, any Adverse Claim on, or with respect to, any Pool Receivables or Related Assets.

(h) Schedule II to the Agreement is hereby deleted in its entirety.

(i) Schedule VI to the Agreement is hereby replaced in its entirety as attached hereto.

(j) Schedule VIII attached hereto is hereby added to the Agreement as Schedule VIII thereto.

(k) Each reference to Schedule II to the Agreement in the Agreement and in each other Transaction Document and in any related document or agreement shall be deemed to be a reference to the Lock-Box Schedule Letter Agreement, *mutatis mutandis*.

3. Representations and Warranties. The Seller and the 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. On and after the Effective Date (as defined below), 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 (the “Effective Date”) subject to the conditions precedent that (i) the Administrator receives each of the following: (A) 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, (B) counterparts of the Structuring Fee Letter (whether by facsimile or otherwise) executed by each of the parties thereto, in form and substance satisfactory to the Administrator in its sole discretion, (C) counterparts of the Purchase and Sale Agreement Amendment (whether by facsimile or otherwise) executed by each of the parties thereto, in form and substance

satisfactory to the Administrator in its sole discretion, (D) counterparts of the Deposit Account Control Agreement (whether by facsimile or otherwise) executed by each of the parties thereto, in form and substance satisfactory to the Administrator and the Seller in their sole discretion, (E) a favorable opinion, in form and substance reasonably satisfactory to the Administrator and each Purchaser Agent, of K&L Gates LLP, counsel for the Seller and the Servicer, as to certain general corporate and enforceability matters and (F) such other agreements, documents, instruments and opinions as the Administrator may request and (ii) the Structuring Fee (under and as defined in the Structuring Fee Letter) shall have been paid in full in accordance with the terms of the Structuring Fee Letter.

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; Jurisdiction.

7.1 THIS AMENDMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING FOR SUCH PURPOSE SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

7.2 ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AMENDMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK; AND, BY EXECUTION AND DELIVERY OF THIS AMENDMENT, EACH OF THE PARTIES HERETO CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, THAT IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS AMENDMENT OR ANY DOCUMENT RELATED HERETO. EACH OF THE PARTIES HERETO WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS, WHICH SERVICE MAY BE MADE BY ANY OTHER MEANS PERMITTED BY NEW YORK 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

WESCO RECEIVABLES CORP.

By: /s/ Daniel A. Brailer

Name: Daniel A. Brailer

Title: Treasurer

WESCO DISTRIBUTION, INC.,

as Servicer

By: /s/ Daniel A. Brailer

Name: Daniel A. Brailer

Title: Vice President and Treasurer

*THIRD AMENDMENT
TO WESCO 3RD A&R RPA*

PNC BANK, NATIONAL ASSOCIATION,
as Administrator

By: /s/ William P. Falcon

Name: William P. Falcon

Title: Vice President

*THIRD AMENDMENT
TO WESCO 3RD A&R RPA*

THE CONDUIT PURCHASERS AND THE
PURCHASER AGENTS:

MARKET STREET FUNDING LLC,
as a Conduit Purchaser

By: /s/ Doris J. Hearn
Name: Doris J. Hearn
Title: Vice President

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

By: /s/ William P. Falcon
Name: William P. Falcon
Title: Vice President

*THIRD AMENDMENT
TO WESCO 3RD A&R RPA*

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as a Conduit Purchaser

By: /s/ William P. Rutkowski

Name: William P. Rutkowski

Title: Vice President

**WELLS FARGO BANK, NATIONAL
ASSOCIATION,** as Purchaser Agent for
Wells Fargo Bank, National Association

By: /s/ William P. Rutkowski

Name: William P. Rutkowski

Title: Vice President

*THIRD AMENDMENT
TO WESCO 3RD A&R RPA*

FIFTH THIRD BANK,
as a Conduit Purchaser

By: /s/ Andrew D. Jones _____

Name: Andrew D. Jones

Title: Vice President

FIFTH THIRD BANK,
as Purchaser Agent for Fifth Third Bank

By: /s/ Andrew D. Jones _____

Name: Andrew D. Jones

Title: Vice President

*THIRD AMENDMENT
TO WESCO 3RD A&R RPA*

U.S. BANK NATIONAL ASSOCIATION,
as a Conduit Purchaser

By: /s/ Matthew Kasper _____

Name: Matthew Kasper

Title: Relationship Manager

U.S. BANK NATIONAL ASSOCIATION,
as Purchaser Agent for U.S. Bank National Association

By: /s/ Matthew Kasper _____

Name: Matthew Kasper

Title: Relationship Manager

*THIRD AMENDMENT
TO WESCO 3RD A&R RPA*

**THE PRIVATEBANK AND TRUST
COMPANY, as a Conduit Purchaser**

By: /s/ Mark H. Veach _____
Name: Mark H. Veach
Title: Managing Director

**THE PRIVATEBANK AND TRUST
COMPANY, as Purchaser Agent for The
PrivateBank and Trust Company**

By: /s/ Mark H. Veach _____
Name: Mark H. Veach
Title: Managing Director

*THIRD AMENDMENT
TO WESCO 3RD A&R RPA*

THE HUNTINGTON NATIONAL BANK,
as a Conduit Purchaser

By: /s/ W. Christopher Kohler _____
Name: W. Christopher Kohler
Title: Senior Vice President

THE HUNTINGTON NATIONAL BANK,
as Purchaser Agent for The Huntington National Bank

By: /s/ W. Christopher Kohler _____
Name: W. Christopher Kohler
Title: Senior Vice President

*THIRD AMENDMENT
TO WESCO 3RD A&R RPA*

THE RELATED COMMITTED PURCHASERS:

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

By: /s/ David B. Thayer _____

Name: David B. Thayer

Title: Vice President

*THIRD AMENDMENT
TO WESCO 3RD A&R RPA*

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

By: /s/ Andrew D. Jones
Name: Andrew D. Jones
Title: Vice President

*THIRD AMENDMENT
TO WESCO 3RD A&R RPA*

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, as a Related Committed
Purchaser for Wells Fargo Bank, National
Association

By: /s/ William P. Rutkowski

Name: William P. Rutkowski

Title: Vice President

*THIRD AMENDMENT
TO WESCO 3RD A&R RPA*

U.S. BANK NATIONAL ASSOCIATION,
as a Related Committed Purchaser for U.S. Bank
National Association

By: /s/ Matthew Kasper _____

Name: Matthew Kasper

Title: Relationship Manager

*THIRD AMENDMENT
TO WESCO 3RD A&R RPA*

**THE PRIVATEBANK AND TRUST
COMPANY**, as a Related Committed Purchaser
for The PrivateBank and Trust Company

By: /s/ Mark H. Veach

Name: Mark H. Veach

Title: Managing Director

*THIRD AMENDMENT
TO WESCO 3RD A&R RPA*

THE HUNTINGTON NATIONAL BANK,
as a Related Committed Purchaser
for The Huntington National Bank

By: /s/ W. Christopher Kohler _____

Name: W. Christopher Kohler

Title: Senior Vice President

*THIRD AMENDMENT
TO WESCO 3RD A&R RPA*

SCHEDULE VI
COMMITMENTS

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

Commitment: \$135,000,000

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

Commitment: \$78,750,000

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as a Related Committed Purchaser for Wells Fargo Bank, National Association

Commitment: \$135,000,000

U.S. BANK NATIONAL ASSOCIATION,
as a Related Committed Purchaser for U.S. Bank National Association

Commitment: \$39,375,000

THE PRIVATEBANK AND TRUST COMPANY,
as a Related Committed Purchaser for The PrivateBank and Trust Company

Commitment: \$22,500,000

THE HUNTINGTON NATIONAL BANK,
as a Related Committed Purchaser for The Huntington National Bank

Commitment: \$39,375,000

Schedule VI-1

SCHEDULE VIII

SUBJECT UCC

<u>Debtor</u>	<u>Secured Party</u>	<u>Filing Location</u>	<u>Filing Data</u>
TVC Communications, L.L.C.	CommScope, Inc. of North Carolina	Delaware Department of State	Initial Filing # 2009 1997995
		U.C.C. Filing Section	Filed 6/23/2009

Schedule VIII-1

**LIMITED CONSENT AND AMENDMENT NO. 6
TO
THIRD AMENDED AND RESTATED CREDIT AGREEMENT**

This Limited Consent and Amendment No. 6 to Third Amended and Restated Credit Agreement, dated as of December 16, 2010 (this "Consent"), is entered into by and among WESCO Distribution, Inc., a Delaware corporation ("WESCO Distribution"), WESCO Equity Corporation, a Delaware corporation ("WESCO Equity"), WESCO Nevada, Ltd., a Nevada corporation ("WESCO Nevada"), Carlton-Bates Company, an Arkansas corporation ("Carlton-Bates"), Communications Supply Corporation, a Connecticut corporation ("CSC"), Calvert Wire & Cable Corporation, a Delaware corporation ("Calvert"), Bruckner Supply Company, Inc., a Delaware corporation ("Bruckner") and Liberty Wire & Cable, Inc., a Delaware corporation ("Liberty") and, together with WESCO Distribution, WESCO Equity, WESCO Nevada, Carlton-Bates, CSC, Calvert and Bruckner, the "US Borrowers" and each individually as a "US Borrower"; WESCO Distribution Canada LP, an Ontario limited partnership ("WESCO DC LP" or "Canadian Borrower" and, together with the US Borrowers, the "Borrowers", and each individually, a "Borrower"; the other Credit Parties; General Electric Capital Corporation, a Delaware corporation (in its individual capacity, "GE Capital"), for itself, as a US Lender, and as Agent for US Lenders with respect to Loans and other credit made available to US Borrowers and as an agent for Canadian Agent and all Lenders with respect to Collateral owned by a US Credit Party; GE Canada Finance Holding Company, a Nova Scotia unlimited liability company ("GE Capital Canada"), as a Canadian Lender and as Canadian Agent (Canadian Agent and Agent being defined as the "Agents") for Loans and other credit made available to Canadian Borrowers and as agent for Canadian Lenders with respect to Collateral owned by the Canadian Credit Parties; the other US Lenders that are parties hereto and the other Canadian Lenders that are parties hereto.

RECITALS

A. Borrowers, the other Credit Parties, Agents and Lenders are parties to that certain Third Amended and Restated Credit Agreement, dated as of November 1, 2006, including all annexes, exhibits and schedules thereto (as amended, supplemented or otherwise modified in writing to date and as from time to time hereafter further amended, restated, supplemented or otherwise modified in writing, the "Credit Agreement").

B. Borrowers and the other Credit Parties have requested that Agents and Lenders consent to certain transactions as described below in this Consent in connection with the acquisition by the Borrowers of TVC Communications, L.L.C., a Delaware limited liability company ("TVC") (the "TVC Acquisition"), and Agents and Lenders are willing to do so as and to the extent, and solely as and to the extent, and subject to the terms and conditions, including, without limitation, those set forth in Section 4 with respect to the effectiveness, if any, of this Consent, set forth in this Consent.

C. Upon its effectiveness, this Consent shall constitute a Loan Document and these Recitals shall be construed as part of this Consent.

NOW THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, and of the Loans and other extensions of credit heretofore, now or hereafter made to, or for the benefit of, US Borrowers by US Lenders and Canadian Borrower by Canadian Lenders, Borrowers, the other Credit Parties, Agents and Lenders hereby agree as follows:

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

2. Consent. Notwithstanding any terms or provisions of the Credit Agreement or any other Loan Document to the contrary, Agents and Lenders hereby consent, in connection with the TVC Acquisition, to each of the transactions described in Exhibit A hereto (collectively, the “TVC Acquisition Transactions”); provided, that, at each of the following steps, each of the following actions are taken, all in a manner and in form and substance acceptable to the Agents:

Step 1 — Loan by Wesco Distribution to WDCH, LP, a Pennsylvania limited partnership (“WDCH, LP”) in an Aggregate Amount Equal to the Total Purchase Price of the TVC Acquisition in Exchange for a Non-Interest Bearing Note (the “Step 1 WDCH, LP Note”). Within five (5) Business Days of the loan by Wesco Distribution to WDCH, LP in an aggregate amount equal to the total purchase price for the acquisition of TVC in exchange for the Step 1 WDCH, LP Note: (a) Wesco Distribution shall enter into an amendment to the Second Amended and Restated Wesco Distribution Pledge Agreement, dated as of November 1, 2006, by and among Wesco Distribution and Agent (as amended, supplemented or otherwise modified from time to time, the “Wesco Distribution Pledge Agreement”) in form and substance satisfactory to Agent whereby Wesco Distribution shall pledge to Agent, on behalf of itself and Lenders, 100% of its interests in the Step 1 WDCH, LP Note; and (b) the Borrowers shall deliver or cause to be delivered to Agent the original executed Step 1 WDCH, LP Note along with an executed endorsement in connection therewith in form and substance satisfactory to Agent.

Step 2 — Payment by WDCH, LP to or for the benefit of Palisades TVC Holding, L.L.C. of the Total Purchase Price for the TVC Acquisition. Within five (5) Business Days of the payment by WDCH, LP to or for the benefit of Palisades TVC Holding, L.L.C. of the total purchase price for the TVC Acquisition: (a) the Borrowers shall (i) cause TVC to execute and deliver to Agent a joinder to the Credit Agreement pursuant to which TVC shall become a US Borrower thereunder, (ii) cause TVC to execute and deliver to Agent a joinder to the US Security Agreement pursuant to which TVC shall become a Grantor thereunder, (iii) cause TVC to execute and deliver to Agent a joinder to the Subsidiary Guaranty pursuant to which TVC shall become a party to the Subsidiary Guaranty, (iv) cause TVC to enter into a pledge agreement in form and substance satisfactory to Agent (the “TVC Pledge Agreement”) whereby TVC shall pledge to Agent, on behalf of itself and Lenders, all of its interests in each of its domestic Subsidiaries (the “Step 2 TVC Subsidiaries Pledged Stock”), and (v) cause TVC to execute and deliver any and all such 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) the Borrowers shall deliver or cause to be delivered to Agent the original share certificate(s) evidencing the Step 2 TVC Subsidiaries Pledged Stock along with executed and undated stock powers in form and substance satisfactory to Agent; (c) the Borrowers shall deliver or cause to be delivered to Agent (i) an amendment to that certain Pledge Agreement, dated as of March 5, 2010, by and among WDCH, LP, as Pledgor and Agent (the “WDCH, LP Pledge Agreement”) whereby WDCH, LP shall pledge all of its shares in TVC (the “Step 2 TVC Pledged Stock”), and (ii) the original share certificate(s) evidencing the Step 2 TVC Pledged Stock along with executed and undated stock powers in form and substance satisfactory to Agent. Notwithstanding the occurrence of the foregoing actions described in this Step 2 and for the avoidance of doubt, no Inventory or Accounts of TVC shall be taken into account for purposes of calculating the U.S. Borrowing Base unless and until the Agent shall have completed its legal, business and collateral due diligence review with respect to the business and assets of TVC with results of such due diligence review satisfactory to Agent in its reasonable discretion.

Step 3 — Distribution by TVC of Its Shares of TVC UK Holdings Limited, a private limited company incorporated under the laws of England and Wales (“TVC UK”) to WDCH, LP. Within seven (7) Business Days of the distribution by TVC of its shares of TVC UK: (a) WDCH, LP shall enter into an amendment to the WDCH, LP Pledge Agreement, which amendment shall be in form and substance satisfactory to Agent whereby WDCH, LP shall pledge to Agent, on behalf of itself and Lenders, all of its equity interests in TVC UK (the “Step 3 TVC UK Pledged Stock”); and (b) the Borrowers shall deliver or cause to be delivered to Agent the original share certificate(s) evidencing the Step 3 TVC UK Pledged Stock along with executed and undated stock powers in form and substance satisfactory to Agent.

Step 4 — Contribution by TVC Canada Corp., a Nova Scotia unlimited liability company (“TVC Canada”) of Its Operating Assets and Liabilities to Wesco Canada in Exchange for Preferred Shares of Wesco Canada. Within five (5) Business Days of the contribution by TVC Canada of its operating assets and liabilities to Wesco Canada in exchange for preferred shares of Wesco Canada: (a) TVC Canada shall enter into a pledge agreement as a Canadian Credit Party, with such pledge agreement in form and substance satisfactory to Agents whereby TVC Canada shall pledge to Agents, on behalf of themselves and Lenders, all of its equity interests in Wesco Canada (the “Step 4 Wesco Canada Pledged Stock”); and (b) the Borrowers shall deliver or cause to be delivered to Agents the original share certificate(s) evidencing the Step 4 Wesco Canada Pledged Stock along with executed and undated stock powers in form and substance satisfactory to Agents.

Steps 5 through 7 as Set Forth in Exhibit A Hereto. Agents and Lenders hereby consent to the transactions described in steps 5-7 as described in the step memo attached hereto as Exhibit A and such consents are not conditioned on the taking of any further actions by any Borrower or any other Credit Party or any of their respective Subsidiaries.

Step 8 — Loan by Wesco DC LP to WDINESCO CV in an Aggregate Amount Up to US\$13,500,000 (i.e., the Fair Market Value of the Non-U.S. Subsidiaries of TVC and Any Receivables Held by TVC Against Any Non-U.S. Subsidiary of TVC (the “Step 8 Loan Amount”)) in Exchange for a Corresponding Increase in the Principal Amount of the Existing Interest Bearing Note, Dated May 18, 2010, and Issued by WDINESCO CV in Favor of Wesco DC LP (the “Existing Note LP 2”) as Evidenced by the Amended and Restated Intercompany Note Issued by WDINESCO CV in Favor of Wesco DC LP (the “Step 8 Note LP 2”). Within five (5) Business Days of the loan by Wesco DC LP to WDINESCO CV in an aggregate amount equal to the Step 8 Loan Amount in exchange for a corresponding increase in the Existing Note LP 2: (a) Wesco DC LP shall enter into an amendment to the Second Amended and Restated Wesco Distribution Canada LP Pledge Agreement, dated as of November 1, 2006, by and among Wesco DC LP and Canadian Agent (as amended, supplemented or otherwise modified from time to time, the “Wesco DC LP Pledge Agreement”) in form and substance satisfactory to Agents whereby Wesco DC LP shall pledge to Canadian Agent, on behalf of itself and Lenders, 100% of its interests in the Step 8 Note LP 2; and (b) the Borrowers shall deliver or cause to be delivered to Agents the original executed Step 8 Note LP 2 along with an executed endorsement in connection therewith in form and substance satisfactory to Agents.

Steps 9A and 9B as Set Forth in Exhibit A Hereto. Agents and Lenders hereby consent to the transactions described in steps 9A and 9B as described in the step memo attached hereto as Exhibit A and such consents are not conditioned on the taking of any further actions by any Borrower or any other Credit Party or any of their respective Subsidiaries.

Step 10 — Purchase by WDINESCO BV from TVC and TVC International Holdings, L.L.C. (“TVC International”) of All of the Shares of TVC do Brasil, Ltda. (“TVC Brazil”) and TVC Espana Distribucion y Venta De Equipos, S.L. (“TVC Spain”). Agents and Lenders hereby consent to the transactions described in step 10 as described in the step memo attached hereto as Exhibit A and such consent is not conditioned on the taking of any further actions by any Borrower or any other Credit Party or any of their respective Subsidiaries; provided, however, that, if either of TVC Brazil or TVC Spain at any time has in excess of US\$5,000,000 in either revenues or assets, (a) WDINESCO BV shall, within seven (7) Business Days of such time, enter into a pledge agreement, in form and substance satisfactory to the Agent, whereby WDINESCO BV shall pledge to Agent, on behalf of itself and Lenders, 65% of its ownership interest in TVC Brazil (the “Step 10 Pledged TVC Brazil Interests”) or 65% of its ownership interest in TVC Spain (the “Step 10 Pledged TVC Spain Interests”), as applicable; and (b) the Borrowers shall, within seven (7) Business Days of such time, deliver or cause to be delivered to Agent any and all related documents, agreements or other materials, including, without limitation, legal opinions, reasonably requested by Agent and in form and substance satisfactory to Agent in order to provide Agent with a fully perfected Lien on the Step 10 Pledged TVC Brazil Interests or the Step 10 TVC Spain Interests, as applicable.

Step 11A as Set Forth in Exhibit A Hereto. Agents and Lenders hereby consent to the transactions described in step 11A as described in the step memo attached hereto as Exhibit A and such consent is not conditioned on the taking of any further actions by any Borrower or any other Credit Party or any of their respective Subsidiaries

Step 11B — Purchase by Wesco WEAS of 99% of the Shares of Services Voice, Video and Data Distribution de Mexico S. de R.L. de C.V. (“TVC WEAS”), the Purchase by WDINESCO B.V. of 1% of the Shares of TVC WEAS; and the Purchase by Wesco Mexico of 99% of the Shares of Voice, Video and Data Distribution de Mexico S. de R.L. de C.V. (“TVC Mexico”) and the Purchase by WDINESCO B.V. of 1% of the Shares of TVC Mexico, all for up to US\$13,500,000 in the aggregate.

Steps 12A, 12B and 12C as Set Forth in Exhibit A Hereto. Agents and Lenders hereby consent to the transactions described in steps 12A, 12B and 12C as described in the step memo attached hereto as Exhibit A and such consents are not conditioned on the taking of any further actions by any Borrower or any other Credit Party or any of their respective Subsidiaries.

Step 13 as Set Forth in Exhibit A Hereto. Agents and Lenders hereby consent to the merger of TVC Mexico with and into Wesco Mexico, with Wesco Mexico being the surviving entity of such transaction, as described in step 13 of the step memo attached hereto as Exhibit A and such consent is not conditioned on the taking of any further actions by any Borrower or any other Credit Party or any of their respective Subsidiaries

Step 14 — Purchase by Wesco Distribution of All of the Shares of TVC from WDCH, LP (the “Step 14 TVC Pledged Stock”) in Exchange for the Remaining Outstanding Principal Amount Due Under the Step 1 WDCH, LP Note. Within five (5) Business Days of the purchase by Wesco Distribution of the Step 14 TVC Pledged Stock from WDCH, LP in exchange for the remaining outstanding principal amount due under the Step 1 WDCH, LP Note: (a) Wesco Distribution shall enter into an amendment to the Wesco Distribution Pledge Agreement in form and substance satisfactory to Agent whereby Wesco Distribution shall pledge to Agent, on behalf of itself and Lenders, 100% of such Step 14 Pledged TVC Stock; and (b) the Borrowers shall deliver or cause to be delivered to Agent the original share certificate(s) evidencing the Step 14 TVC Pledged Stock along with executed and undated stock powers in form and substance satisfactory to Agent.

Step 15 as Set Forth in Exhibit A Hereto. Agents and Lenders hereby consent to the transactions described in step 15 as described in the step memo attached hereto as Exhibit A and such consent is not conditioned on the taking of any further actions by any Borrower or any other Credit Party or any of their respective Subsidiaries. Notwithstanding the foregoing and for the avoidance of doubt, no Inventory or Accounts of TVC or TVC International shall be taken into account for purposes of calculating the U.S. Borrowing Base unless and until the Agent shall have completed its legal, business and collateral due diligence review with respect to the business and assets of TVC and

TVC International with results of such due diligence review satisfactory to Agent in its reasonable discretion.

3. Representations and Warranties. The Borrowers and the other Credit Parties, jointly and severally, hereby represent and warrant to Agents and Lenders that:

3.1. The execution, delivery and performance by each Borrower and each other Credit Party of this Consent and any related Loan Documents have been duly authorized by all necessary corporate, limited liability company, partnership or other constituent document action, and this Consent constitutes the legal, valid and binding obligation of each Borrower and each other Credit Party enforceable against each of them in accordance with its terms, except as the enforcement hereof may be subject to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors' rights generally or to general principles of equity.

3.2. Each of the execution, delivery and performance of this Consent and any related Loan Documents by each Borrower and each other Credit Party and the consummation of the TVC Acquisition and the TVC Acquisition Transactions (i) does not, and will not, contravene or conflict with any provision of law, any judgment, decree or order, or the certificate or articles of incorporation or by-laws, or limited liability company agreement or membership agreement, partnership agreement or other constituent documents of any Borrower or any other Credit Party, and (ii) does not, and will not, contravene or conflict with, or cause any Lien to arise under, any provision of any indenture, agreement, mortgage, lease, instrument or other document binding upon or otherwise affecting any Borrower or any other Credit Party or any property of any Borrower or any other Credit Party.

3.3. No Default or Event of Default exists under the Credit Agreement or any other Loan Document or will exist after or be triggered by the execution, delivery and performance of this Consent or the consummation of the TVC Acquisition, the TVC Acquisition Transactions or the other transactions contemplated hereby. In addition, each Borrower and each other Credit Party hereby represents, warrants and reaffirms that the Credit Agreement and each of the other Loan Documents to which it is a party remains in full force and effect.

4. Conditions Precedent to Effectiveness. The effectiveness, if any, of this Consent is subject to the satisfaction of each of the following conditions precedent:

4.1. Consent. This Consent shall have been duly executed and delivered by each Borrower, each other Credit Party, Agents and Requisite Lenders.

4.2. Consent. Agent shall have received resolutions of each Borrower's and each other Credit Party's Board of Directors or other applicable body, approving and authorizing the execution, delivery and performance of this Consent, the TVC Acquisition, the TVC Acquisition Transactions and the other transactions to be consummated in connection with this Consent, each certified by such entity's secretary or assistant secretary as being in full force and effect without any modification or amendment as of the date of this Consent.

4.3. No Default. No Default or Event of Default shall have occurred and be continuing or would result from the effectiveness of this Consent or the consummation of the TVC Acquisition, the TVC Acquisition Transactions or the other transactions contemplated hereby.

4.4. Miscellaneous. Agents and Lenders shall have received such other agreements, instruments and documents as either Agent may reasonably request.

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

5.1. Full Force and Effect. Upon the effectiveness of this Consent, except as specifically provided herein, the Credit Agreement and each other Loan Document shall remain in full force and effect and each is hereby ratified and confirmed by each Borrower and each other Credit Party.

5.2. No Waiver. Upon its effectiveness, the execution, delivery and effect of this Consent shall be limited precisely as written and shall not be deemed to (i) be a consent to any waiver of any term or condition, or to any amendment or other modification of any term or condition (except as specifically provided in this Consent) of the Credit Agreement or any other Loan Document or (ii) prejudice any right, power or remedy which any Agent or any Lender now has or may have in the future under or in connection with the Credit Agreement or any other Loan Document.

5.3. Certain Terms. 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 amended hereby.

6. Counterparts. This Consent 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 Consent by telecopier or “pdf” shall be as effective as delivery of a manually executed counterpart signature page to this Consent.

7. Costs and Expenses. As provided in Section 11.3 (Fees and Expenses) of the Credit Agreement, Borrowers shall pay the fees, costs and expenses incurred by each Agent in connection with the preparation of this Consent (including, without limitation, reasonable attorneys’ fees).

8. GOVERNING LAW. THIS CONSENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

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

[Signature Pages Follow]

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

BORROWERS:

WESCO DISTRIBUTION, INC.

By: /s/ Daniel A. Brailer
Name: Daniel A. Brailer
Title: Vice President and Treasurer

WESCO EQUITY CORPORATION

By: /s/ Daniel A. Brailer
Name: Daniel A. Brailer
Title: Treasurer

WESCO NEVADA, LTD.

By: /s/ Daniel A. Brailer
Name: Daniel A. Brailer
Title: Treasurer

CARLTON-BATES COMPANY

By: /s/ Daniel A. Brailer
Name: Daniel A. Brailer
Title: Treasurer

COMMUNICATIONS SUPPLY CORPORATION

By: /s/ Daniel A. Brailer
Name: Daniel A. Brailer
Title: Treasurer

CALVERT WIRE & CABLE CORPORATION

By: /s/ Daniel A. Brailer

Name: Daniel A. Brailer

Title: Treasurer

LIBERTY WIRE & CABLE, INC.

By: /s/ Daniel A. Brailer

Name: Daniel A. Brailer

Title: Treasurer

BRUCKNER SUPPLY COMPANY, INC.

By: /s/ Daniel A. Brailer

Name: Daniel A. Brailer

Title: Treasurer

CANADIAN BORROWER:

WESCO DISTRIBUTION CANADA LP

By: Wesco Distribution Canada GP Inc.,
its General Partner

By: /s/ Brian M. Begg _____

Name: Brian M. Begg

Title: Assistant Secretary

U.S. CREDIT PARTIES:

WESCO INTERNATIONAL, INC.

By: /s/ Daniel A. Brailer
Name: Daniel A. Brailer
Title: Vice President and Treasurer

WESCO FINANCE CORPORATION

By: /s/ Daniel A. Brailer
Name: Daniel A. Brailer
Title: Treasurer

CDW HOLDCO, LLC

By: Wesco Distribution, Inc.,
its Managing Member

By: /s/ Daniel A. Brailer
Name: Daniel A. Brailer
Title: Treasurer

WDC HOLDING INC.

By: /s/ Daniel A. Brailer
Name: Daniel A. Brailer
Title: Treasurer

WESCO NIGERIA, INC.

By: /s/ Daniel A. Brailer

Name: Daniel A. Brailer

Title: Treasurer

CBC LP HOLDINGS, LLC

By: WDC Holding Inc.,
its Sole Member

By: /s/ Daniel A. Brailer

Name: Daniel A. Brailer

Title: Treasurer

CARLTON-BATES COMPANY OF TEXAS GP, INC.

By: /s/ Daniel A. Brailer

Name: Daniel A. Brailer

Title: Treasurer

WDCH, LP

By: CBC LP Holdings, LLC, its General Partner

By: WDC Holding Inc., its sole member

By: /s/ Daniel A. Brailer

Name: Daniel A. Brailer

Title: Treasurer

CANADIAN CREDIT PARTIES:

WESCO DISTRIBUTION CANADA GP INC.

By: /s/ Brian M. Begg _____

Name: Brian M. Begg

Title: Assistant Secretary

WESCO DISTRIBUTION CANADA CO.

By: /s/ Brian M. Begg _____

Name: Brian M. Begg

Title: Assistant Secretary

WESCO DISTRIBUTION II ULC

By: /s/ Daniel A. Brailer _____

Name: Daniel A. Brailer

Title: Treasurer

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent and a Lender

By: /s/ James DeSantis

Name: James DeSantis

Title: Duly Authorized Signatory

GE CANADA FINANCE HOLDING COMPANY,
as Canadian Agent and a Lender

By: /s/ Richard Zeni

Name: Richard Zeni

Title: Duly Authorized Signatory

BANK OF AMERICA, N.A.,
as a Lender

By: /s/ William J. Wilson

Name: William J. Wilson

Title: Senior Vice President

CITIZENS BANK OF PENNSYLVANIA,
as a Lender

By: /s/ Don Cmar

Name: Don Cmar

Title: Vice President

PNC BANK, N.A.,
as a Lender

By: /s/ David B. Thayer

Name: David B. Thayer

Title: Vice President

FIRST COMMONWEALTH BANK,
as a Lender

By: /s/ Brian J. Sohocki
Name: Brian J. Sohocki
Title: Vice President

WELLS FARGO BANK, NATIONAL ASSOCIATION
as a Lender

By: /s/ Sean Spring

Name: Sean Spring

Title: Vice President

JPMORGAN CHASE BANK, N.A.,
as a Lender

By: /s/ Rufus S. Dowe, III

Name: Rufus S. Dowe, III

Title: Assistant Vice President

WELLS FARGO CAPITAL FINANCE, LLC,
as a Lender

By: /s/ Sean Spring

Name: Sean Spring

Title: Vice President

BANK OF AMERICA, N.A., CANADA BRANCH,
as a Lender

By: /s/ Medina Sales de Andrade

Name: Medina Sales de Andrade

Title: Vice President

JPMORGAN CHASE BANK, N.A. TORONTO BRANCH,
as a Lender

By: /s/ Steve Voigt

Name: Steve Voigt

Title: Senior Vice President

PNC BANK, N.A., CANADA BRANCH
as a Lender

By: /s/ Geoffrey Hiscoch

Name: Geoffrey Hiscoch

Title: Vice President

WELLS FARGO CAPITAL FINANCE CORPORATION CANADA,
as a Lender

By: /s/ Lisa M. Gonzales

Name: Lisa M. Gonzales

Title: Vice President



NEWS RELEASE

WESCO International, Inc. / Suite 700, 225 West Station Square Drive / Pittsburgh, PA 15219

WESCO Completes Acquisition of TVC Communications

PITTSBURGH, December 16, 2010/PRNewswire/ — WESCO International, Inc. (NYSE: WCC), a leading provider of electrical and industrial MRO products, construction materials, and advanced integrated supply procurement outsourcing services, today announced that WESCO Distribution, Inc. has completed its previously announced acquisition of TVC Communications, L.L.C. (TVC) for a purchase price of \$246.5 million, subject to certain adjustments. TVC is a leading distributor of broadband communications network infrastructure products serving the cable, telecommunications and satellite industries.

Mr. John J. Engel, WESCO's President and Chief Executive Officer stated, "WESCO's data communication product sales are approximately \$1 billion after the acquisition of TVC Communications. We believe the long term growth potential in data communications is very attractive and we are well positioned for continued growth. As previously stated, we anticipate the TVC acquisition will be immediately accretive and estimate an improvement to WESCO's 2011 diluted earnings per share of approximately \$0.30 or more."

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About WESCO: WESCO International, Inc. (NYSE: WCC) is a publicly traded Fortune 500 holding company, headquartered in Pittsburgh, Pennsylvania, whose primary operating entity is WESCO Distribution, Inc. WESCO Distribution is a leading distributor of electrical construction products and electrical and industrial maintenance, repair and operating (MRO) supplies, and is the nation's largest provider of integrated supply services. 2009 annual sales were approximately \$4.6 billion. The Company employs approximately 6,100 people, maintains relationships with over 17,000 suppliers, and serves over 100,000 customers worldwide. Major markets include commercial and industrial firms, contractors, government agencies, educational institutions, telecommunications businesses and utilities. WESCO operates seven fully automated distribution centers and approximately 380 full-service branches in North America and select international markets, providing a local presence for area customers and a global network to serve multi-location businesses and multi-national corporations.

About TVC: For more than 50 years, TVC Communications, L.L.C. has been providing integrated business solutions to the broadband telecommunications industry. Whether a network uses fiber optic cable, twisted pair or coaxial cable, TVC offers the technical products and supportive services to help its customers understand and meet their communications goals in the US, Canada, Caribbean, Mexico, Central and South America. Backed by close working relationships with top manufacturers and a deep understanding of the applications and technology behind the products it sells, TVC has proven itself to be a valued partner to both the broadband cable and telecommunications industries.

The matters discussed herein may contain forward-looking statements that are subject to certain risks and uncertainties that could cause actual results to differ materially from expectations. Certain of these risks are set forth in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2009, as well as the Company's other reports filed with the Securities and Exchange Commission.

Contact: Richard Heyse, Vice President & Chief Financial Officer
WESCO International, Inc. (412) 454-2392, Fax: (412) 222-7566