



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

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): December 29, 2006

**WESCO INTERNATIONAL, INC.**

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction  
of incorporation)

001-14989

(Commission  
File Number)

25-1723345

(IRS Employer  
Identification No.)

225 West Station Square Drive, Suite 700  
Pittsburgh, Pennsylvania

(Address of principal executive offices)

15219

(Zip code)

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

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))

#### Item 1.01. Entry into a Material Definitive Agreement.

On December 29, 2006, WESCO Receivables Corp. (["WESCO Receivables"]), WESCO Distribution, Inc. (["WESCO Distribution"]), the purchasers and purchaser agents party thereto and Wachovia Capital markets, LLC (as successor to Wachovia Securities, Inc.), as Administrator, entered into a Seventh Amendment to Second Amended and Restated Receivables Purchase Agreement, dated as of December 29, 2006 (the ["Seventh Amendment"]). The Seventh Amendment amends WESCO Distribution's existing \$400 million accounts receivable securitization facility (the ["Receivables Facility"]). WESCO Distribution is a wholly-owned subsidiary of WESCO International, Inc. (the ["Company"]).

An outcome of the Seventh Amendment is a required change in the accounting treatment and financial statement presentation of the Receivables Facility. Sales of accounts receivable pursuant to the Receivables Facility historically have qualified for ["sale treatment"] under generally accepted accounting principles and the Company removed the accounts receivable from its consolidated balance sheet and accounted for the Receivables Facility as an off-balance sheet arrangement. As a result of the Seventh Amendment, future sales of accounts receivable pursuant to the Receivables Facility will no longer qualify for ["sale treatment"] under generally accepted accounting principles. Therefore, the Company's consolidated balance sheet will reflect the additional accounts receivable and related borrowings. The Company's consolidated statements of income will not be significantly impacted, except that expenses related to the Receivables Facility which were previously recorded as other expense will be classified as interest expense.

As of September 30, 2006, \$315 million in funding was outstanding under the Receivables Facility. WESCO Distribution and WESCO Receivables were in compliance with all applicable financial covenants and other restrictions under the Receivables Facility as of the date of the Seventh Amendment.

The foregoing is a summary of the Seventh Amendment and not a complete discussion of the document. Accordingly, the foregoing is qualified in its entirety by reference to the full text of the Seventh Amendment, which is filed as Exhibit 10.1 to this Current Report and is incorporated herein by reference, and the description of the Receivables Facility contained in the Company's Quarterly Report on Form 10-Q for its fiscal quarter ended September 30, 2006, which is incorporated herein by reference.

#### Item 9.01. Financial Statements and Exhibits

##### (d) Exhibits

- Exhibit 10.1 Seventh Amendment to Second Amended and Restated Receivables Purchase Agreement, dated as of December 29, 2006, by and among WESCO Receivables Corp., WESCO Distribution, Inc., the Purchasers and Purchaser Agents party thereto, and Wachovia Capital Markets, LLC (as successor to Wachovia Securities, Inc.) as Administrator (filed herewith).
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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/ Stephen A. Van Oss  
Stephen A. Van Oss  
Senior Vice President and Chief Financial  
and Administrative Officer

Dated: December 29, 2006

**SEVENTH AMENDMENT TO SECOND AMENDED AND RESTATED  
RECEIVABLES PURCHASE AGREEMENT**

This SEVENTH AMENDMENT TO SECOND AMENDED AND RESTATED RECEIVABLES PURCHASE AGREEMENT (this Amendment), dated as of December 29, 2006, 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.

(a) Section 1.1 of the Agreement is hereby amended by adding a new paragraph (c) thereto to read as follows:

(c) The Seller may, upon 30 days (but not greater than 45 days) prior written notice to the Administrator and each Purchaser Agent, repay in whole (but not in part) the entire Aggregate Investment (and all accrued and unpaid Discount thereon) by making a cash payment of such amount to the Purchaser Agents for the benefit of the related Purchasers. Such payments shall be made to the applicable Purchaser Agents for the ratable benefit of the related Purchasers (ratably based on the Investments outstanding at such time) and the Investment (and accrued and unpaid Discount) of each Purchaser shall only be deemed to be reduced by such payment when such payment is finally so paid to such Purchaser in full in cash. All payments as repayments made pursuant to this paragraph shall be subject to any applicable Termination Fee payable to any Purchaser at such time in connection therewith.

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

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 (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 and (b) such other agreements, documents and instruments as the Administrator shall request.

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 (other than Sections 5-1401 and 5-1402 of the New York General Obligations 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

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WACHOVIA CAPITAL MARKETS, LLC,  
as Administrator

By: /s/ William P. Rutkowski

Name: William P. Rutkowski

Title: Vice President

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MARKET STREET FUNDING LLC (as successor to Market Street Funding Corporation), 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/ John T. Smathers

Name: John T. Smathers

Title: Vice President

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GENERAL ELECTRIC CAPITAL CORPORATION,  
as a Conduit Purchaser

By: /s/ W. Russ Brightly  
Name: W. Russ Brightly  
Title: Duly Authorized Signatory

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

By: /s/ W. Russ Brightly  
Name: W. Russ Brightly  
Title: Duly Authorized Signatory

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VARIABLE FUNDING CAPITAL COMPANY LLC,  
as a Conduit Purchaser

By: Wachovia Capital Markets, LLC,  
as Attorney in Fact

By: /s/ Douglas R. Wilson, Sr.  
Name: Douglas R. Wilson, Sr.  
Title: Vice President

WACHOVIA BANK, NATIONAL ASSOCIATION,  
as Purchaser Agent for Variable Funding Capital Company LLC

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

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FIFTH THIRD BANK, as a Conduit Purchaser

By: /s/ Brian J. Gardner

Name: Brian J. Gardner

Title: Vice President

FIFTH THIRD BANK,  
as Purchaser Agent for Fifth Third Bank

By: /s/ Brian J. Gardner

Name: Brian J. Gardner

Title: Vice President

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THE RELATED COMMITTED PURCHASERS:

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

By: /s/ John T. Smathers

Name: John T. Smathers

Title: Vice President

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

By: /s/ Brian J. Gardner

Name: Brian J. Gardner

Title: Vice President

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

By: /s/ W. Russ Brightly

Name: W. Russ Brightly

Title: Duly Authorized Signatory

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WACHOVIA BANK, NATIONAL ASSOCIATION,  
as a Related Committed Purchaser for  
Variable Funding Capital Company LLC

By: /s/ William P. Rutkowski

Name: William P. Rutkowski

Title: Vice President

[Certain Schedules have been omitted and will be furnished upon request.]

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