

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): July 31, 2008

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 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Effective July 31, 2008, William Goodwin, Vice President, operations of WESCO International, Inc. (the “Company”), retired from his position with the Company. In connection with Mr. Goodwin’s retirement, the Company amended the stock option agreement and three stock appreciation rights agreement of Mr. Goodwin. Each agreement was amended to change the respective definitions of “Retirement at Normal Retirement Age” therein. Copies of the Company’s form of stock option agreement, the form of a prior amendment to the Company’s form of stock option agreement and forms of the three stock appreciation rights agreements with Mr. Goodwin that are being amended are attached to this Current Report on Form 8-K as Exhibits 10.1, 10.2, 10.3, 10.4 and 10.5 respectively. Attached as Exhibit 10.6 to this Current Report on Form 8-K is a form of an additional stock appreciation rights agreement entered into with Mr. Goodwin but not amended in connection with Mr. Goodwin’s retirement. Copies of forms of the amendments to Mr. Goodwin’s stock option agreement and three stock appreciation rights agreements are attached to this Current Report on Form 8-K as Exhibits 10.7 and 10.8 respectively.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

- 10.1 Form of Management Stock Option Agreement (incorporated by reference to Exhibit 10.2 to the Company’s Quarterly Report on Form 10-Q for the quarter ended September 30, 1998).
 - 10.2 Form of Amendment to Management Stock Option Agreement (Incorporated by reference to Exhibit 10.6 to the Company’s Current Report on Form 8-K dated March 2, 2006).
 - 10.3 Form of Stock Appreciation Rights Agreement entered into with William Goodwin in September 2004.
 - 10.4 Form of Stock Appreciation Rights Agreement entered into with William Goodwin in July 2005.
 - 10.5 Form of Stock Appreciation Rights Agreement entered into with William Goodwin in July 2006.
 - 10.6 Form of Stock Appreciation Rights Agreement entered into with William Goodwin in July 2007.
 - 10.7 Form of Amendment to Stock Option Agreement of William Goodwin.
 - 10.8 Form of Amendment to Stock Appreciation Rights Agreements of William Goodwin.
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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: July 31, 2008

STOCK APPRECIATION RIGHTS AGREEMENT

STOCK APPRECIATION RIGHTS AGREEMENT, dated as of **[DATE]**, between WESCO INTERNATIONAL, INC., a Delaware corporation (the “Company”), and the Grantee whose name appears on the signature page hereof (the “Grantee”).

WITNESSETH:

WHEREAS, the Board of Directors of the Company (the “Board”) has designated the Compensation Committee of the Board (the “Committee”) to administer the Company’s 1999 Long-Term Incentive Plan (as amended from time to time, the “Plan”); and

WHEREAS, the Board has determined to grant to the Grantee, under the Plan, a Stock Appreciation Right with respect to the aggregate number of shares of the Company’s Common Stock, par value \$.01 per share (the “Common Stock”), set forth on the signature page hereof (the “SAR Shares”) at an exercise price of **[\$PRICE]** per SAR Share;

NOW, THEREFORE, to evidence the Stock Appreciation Right so granted, and to set forth its terms and conditions under the Plan, the Company and the Grantee hereby agree as follows:

1. **Confirmation of Grant; Exercise Price.** The Company hereby grants to the Grantee, effective as of the date hereof, a Stock Appreciation Right (the “SAR”) with respect to the SAR Shares at an exercise price of **[\$PRICE]** per share (the “Exercise Price”). This Agreement is subordinate to, and the terms and conditions of the SAR granted hereunder are subject to, the terms and conditions of the Plan.

2. **Vesting Term.** Equally at a rate of one-third of the amount granted on **[DATE]**, **[DATE]**; and **[DATE]** as long as you are employed by WESCO.

3. **Exercisability.** To the extent the SAR has not previously become exercisable or expired, and provided that the Grantee remains employed by the Company on such date, the SAR shall vest in full on **[DATE]**.

4. **Termination of SAR.**

(a) **Normal Termination Date.** Unless an earlier termination date is specified in Section 4(b), the SAR shall terminate on **[DATE]** (the “Normal Termination Date”).

(b) **Early Termination.** If the Grantee’s Active Employment (as defined below) is voluntarily or involuntarily terminated for any reason whatsoever prior to the Normal Termination Date, any portion of the SAR that has not become exercisable on or before the effective date of such termination of employment shall terminate on such effective date. Any portion of the SAR that has become exercisable on or before the date of the Grantee’s termination of Active Employment shall remain exercisable for whichever of the following periods is applicable, and if not exercised within such period, shall terminate upon the expiration of such period: (i) if the Grantee’s Active Employment is terminated by reason of the Grantee’s

death, Permanent Disability or Retirement at Normal Retirement Age (each an “Extraordinary Termination”), then any SARs held by the Grantee and then exercisable shall remain exercisable solely until the first to occur of (A) the first anniversary of the Grantee’s termination of employment or (B) the expiration of the term of the SAR, and (ii) if the Grantee’s Active Employment is terminated for any reason other than an Extraordinary Termination or for Cause, then any then exercisable SARs held by such Grantee shall remain exercisable for a period of sixty days after the date of the Grantee’s termination of employment. Notwithstanding anything else contained in this Agreement, if the Grantee’s Active Employment is terminated by the Company for Cause, then all SARs shall terminate and be canceled immediately upon such termination, regardless of whether then exercisable. Nothing in this Agreement shall be deemed to confer on the Grantee any right to continue in the employ of the Company or any of its direct or indirect subsidiaries, or to interfere with or limit in any way the right of the Company or any of its direct or indirect subsidiaries to terminate such employment at any time.

5. Charitable Donation Provision. A Grantee is permitted to transfer his or her vested SARs to family members, trust, or other parties, including a charity or non-profit organization subject to certain guidelines, terms, conditions and restrictions as defined by the Compensation Committee and administered by the Company.

6. Restrictions on Exercise; Non-Transferability of SAR.

(a) Restrictions on Exercise. The SAR may be exercised only with respect to full shares of Common Stock. No fractional shares of Common Stock shall be issued. Notwithstanding any other provision of this Agreement, the SAR may not be exercised in whole or in part, and no certificates representing Shares shall be delivered, (i) unless all requisite approvals and consents of any governmental authority of any kind having jurisdiction over the exercise of options shall have been secured, (ii) unless the issuance of SAR Shares upon the exercise of the SAR shall be exempt from registration under applicable U.S. federal and state securities laws, and applicable non-U.S. securities laws, or the SAR Shares shall have been registered under such laws, and (iii) unless all applicable U.S. federal, state and local and non-U.S. tax withholding requirements shall have been satisfied. The Company shall use commercially reasonable efforts to obtain the consents and approvals referred to in clause (i) of the preceding sentence, to satisfy the withholding requirements referred to in clause (iii) of the preceding sentence so as to permit the SAR to be exercised.

(b) Non-Transferability of SAR. The SAR may be exercised only by the Grantee or by his estate. The SAR is not assignable or transferable, in whole or in part, and it may not, directly or indirectly, be offered, transferred, sold, pledged, assigned, alienated, hypothecated or otherwise disposed of or encumbered (including without limitation by gift, operation of law or otherwise) other than by will or by the laws of descent and distribution to the estate of the Grantee upon his death, provided that the deceased Grantee’s beneficiary or the representative of his estate shall acknowledge and agree in writing, in a form reasonably acceptable to the Company, to be bound by the provisions of this Agreement and the Plan as if such beneficiary or the estate were the Grantee.

(c) Certain Definitions. As used in this Agreement the following terms shall have the following meanings:

(i) “Active Employment” shall mean active employment with the Company or any direct or indirect subsidiary of the Company.

(ii) “Cause” shall mean (A) the willful failure by the Grantee substantially to perform his employment-related duties (other than any such failure due to physical or mental illness) after a demand for substantial performance is delivered to the Grantee by the Director of Human Resources, which notice identifies the manner in which the Director of Human Resources, believes that the Grantee has not substantially performed his employment-related duties, (B) the engaging by the Grantee in willful and serious misconduct that is injurious to the Company or any of its affiliates, (C) the conviction of the Grantee of, or the entering by the Grantee of a plea of nolo contendere to, a crime that constitutes a felony, or (D) the breach (including but not limited to the material or willful failure to cure a breach) by the Grantee of any written covenant or agreement with the Company or any of its affiliates not to disclose any information pertaining to the Company or any of its affiliates or not to compete or interfere with the Company or any of its affiliates.

(iii) “Fair Market Value” shall mean the closing price per share of the Common Stock on the New York Stock Exchange or other established stock exchange (or exchanges) on the applicable date, or if no sale of Common Stock has been recorded on such day, then on the next preceding day on which a sale was so made. If shares of Common Stock are not traded on an established stock exchange on the applicable date, Fair Market Value shall be determined by the Committee in good faith.

(iv) “Retirement at Normal Retirement Age” shall mean retirement at age 65 or later.

(v) “Permanent Disability” shall mean a physical or mental disability or infirmity that prevents the performance of such Grantee’s employment-related duties lasting (or likely to last, based on competent medical evidence presented to the Board) for a continuous period of six months or longer. The Board’s reasoned and good faith judgment of Permanent Disability shall be final, binding and conclusive on all parties hereto and shall be based on such competent medical evidence as shall be presented to it by the Grantee or by any physician or group of physicians or other competent medical expert employed by the Grantee or the Company to advise the Board.

7. Exercise of the SAR and Tax Withholding.

(a) Exercise. To the extent that the SAR shall have become and remains exercisable as provided in Section 3 and subject to such reasonable administrative regulations as the Board or the Committee may have adopted, the SAR may be exercised, in whole or in part, by notice to the Secretary of the Company or the Option Administration Department in writing given 15 business days prior to the date on which the Grantee expects to exercise the SAR (the “Exercise Date”), specifying the number of SAR Shares with respect to which the SAR is being exercised (the “Exercise Shares”) and the expected Exercise Date, provided that if shares of Common Stock are traded on a U.S. national securities exchange or bid and ask prices for shares of Common Stock are quoted over the NASDAQ National Market (“NASDAQ”) operated by the National Association of Securities Dealers, Inc., notice may be given five business days before the Exercise Date. Upon exercise of the SAR, the Grantee shall be entitled to receive a number

of shares of Common Stock (the "Net SAR Shares") equal to the quotient obtained by dividing x by y, where:

x = the number of Exercise Shares multiplied by the excess, if any, of (A) the Fair Market Value of a share of Common Stock on the Exercise Date over (B) the Exercise Price, and

y = the Fair Market Value of a share of Common Stock on the Exercise Date.

No fractional share of Common Stock shall be issued to make any payment in respect of SAR; if any fractional share would be issuable, the number of Net SAR Shares payable to the Grantee shall be rounded down to the next whole share (no payment of cash, shares or other consideration shall be made with respect to such fractional share). The Company may require the Grantee to furnish or execute such other documents as the Company shall reasonably deem necessary (i) to evidence such exercise, (ii) to determine whether registration is then required under the U.S. Securities Act of 1933, as amended (the "Securities Act"), and (iii) to comply with or satisfy the requirements of the Securities Act, applicable state or non-U.S. securities laws or any other law.

(b) Withholding. Whenever the Net SAR Shares are to be issued pursuant to the exercise of the SAR, the Company may require the recipient of the Net SAR Shares to remit to the Company an amount sufficient to satisfy the employer's minimum statutory U.S. federal, state and local and non-U.S. tax withholding requirements. If shares of Common Stock are traded on a U.S. national securities exchange or bid and ask prices for shares of Common Stock are quoted on the NASDAQ, the Company may, if requested by the Grantee, withhold Net SAR Shares to satisfy applicable minimum statutory withholding requirements, subject to the provisions of the Plan and any rules adopted by the Board or the Committee regarding compliance with applicable law, including, but not limited to, Section 16(b) of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act").

8. Representations and Warranties of the Company. The Company represents and warrants to the Grantee that (a) the Company has been duly incorporated and is an existing corporation in good standing under the laws of the State of Delaware, (b) this Agreement has been duly authorized, executed and delivered by the Company and constitutes a valid and legally binding obligation of the Company enforceable against the Company in accordance with its terms, and (c) the Net SAR Shares, when issued and delivered upon exercise of the SAR in accordance with the terms hereof, will be duly authorized, validly issued, fully paid and nonassessable, and free and clear of any liens or encumbrances other than those created pursuant to this Agreement or otherwise in connection with the transactions contemplated hereby.

9. Change in Control and Adjustments to Reflect Capital Changes.

(a) Accelerated Vesting Upon Change in Control. In the event of a Change in Control, the SAR shall become immediately and fully exercisable unless such Change in Control results from the Grantee's beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of Common Stock or other Company Voting Securities (as defined in the Plan).

(b) Recapitalization. The number and kind of shares subject to the SAR and the Exercise Price of the SAR shall be appropriately adjusted to reflect any stock dividend, stock split, or share combination or any recapitalization, merger, consolidation, exchange of shares, liquidation or dissolution of the Company or other change in capitalization with a similar substantive effect upon the Plan or the SAR. The Committee shall have the power and sole discretion to determine the amount of the adjustment to be made in each case.

(c) Certain Mergers. After any Merger in which the Company is not the surviving corporation or pursuant to which a majority of the shares which are of the same class as the shares that are subject to the SAR are exchanged for, or converted into, or otherwise become shares of another corporation, the surviving, continuing, successor or purchasing corporation, as the case may be (the "Acquiring Corporation"), will either assume the Company's rights and obligations under this Agreement or substitute an award in respect of the Acquiring Corporation's stock for the SAR, *provided, however*, that if the Acquiring Corporation does not assume or substitute for the SAR, the Board shall provide prior to the Merger that any unexercisable and/or unvested portion of the SAR shall be immediately exercisable and vested as of a date prior to such Merger, as the Board so determines. The exercise and/or vesting of the SAR that was permissible solely by reason of this Section 9(c) shall be conditioned upon the consummation of the Merger. If the SAR is neither assumed by the Acquiring Corporation nor exercised as of the date of the Merger, the SAR shall terminate effective as of the effective date of the Merger. Comparable rights shall accrue to the Grantee in the event of successive Mergers of the character described above.

(d) Certain Definitions.

(i) "Change in Control" means the first to occur of the following events: (a) the acquisition by any person, entity or "group" (as defined in Section 13(d) of the Exchange Act), other than the Company, its subsidiaries, any employee benefit plan of the Company or its subsidiaries, or Cypress Merchant Banking Partners L.P. or any successor investment vehicle, of 30% or more of the combined voting power of the Company's then outstanding voting securities; (b) the merger or consolidation of the Company, as a result of which persons who were stockholders of the Company immediately prior to such merger or consolidation, do not, immediately thereafter, own, directly or indirectly, more than 70% of the combined voting power entitled to vote generally in the election of directors of the merged or consolidated company; (c) the liquidation or dissolution of the Company; (d) the sale, transfer or other disposition of all or substantially all of the assets of the Company to one or more persons or entities that are not, immediately prior to such sale, transfer or other disposition, affiliates of the Company; and (e) during any period of not more than two years, individuals who constitute the Board as of the beginning of the period and any new director (other than a director designated by a person who has entered into an agreement with the Company to effect a transaction described in clause (a) or (b) of this sentence) whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds (2/3) of the directors then still in office who were directors at such time or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority of the Board.

(ii) "Merger" means any merger, reorganization, consolidation, share exchange, transfer of assets or other transaction having similar effect involving the Company.

10. No Rights as Stockholder. The Grantee shall have no voting or other rights as a stockholder of the Company with respect to any SAR Shares until the exercise of the SAR and the issuance of a certificate or certificates to him for Net SAR Shares. No adjustment shall be made for dividends or other rights for which the record date is prior to the issuance of such certificate or certificates.

11. Miscellaneous.

(a) Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or sent by certified or express mail, return receipt requested, postage prepaid, or by any recognized international equivalent of such delivery, to the Company, or the Grantee, as the case may be, at the following addresses or to such other address as the Company or the Grantee, as the case may be, shall specify by notice to the others:

(i) if to the Company, to it at:

WESCO International, Inc.
Suite 700
225 West Station Square Drive
Pittsburgh, Pennsylvania 15219-1122

Attention: Legal Department

(ii) if to the Grantee, to the Grantee at the address set forth on the signature page hereof.

All such notices and communications shall be deemed to have been received on the date of delivery or on the third business day after the mailing thereof.

(b) Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.

(c) Waiver; Amendment.

(i) Waiver. Any party hereto or beneficiary hereof, may, by written notice to the other parties (A) extend the time for the performance of any of the obligations or other actions of the other parties under this Agreement, (B) waive compliance with any of the conditions or covenants of the other parties contained in this Agreement and (C) waive or modify performance of any of the obligations of the other parties under this Agreement. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including,

without limitation, any investigation by or on behalf of any party or beneficiary, shall be deemed to constitute a waiver by the party or beneficiary taking such action of compliance with any representations, warranties, covenants or agreements contained herein. The waiver by any party hereto or beneficiary hereof of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any preceding or succeeding breach and no failure by a party or beneficiary to exercise any right or privilege hereunder shall be deemed a waiver of such party's or beneficiary's rights or privileges hereunder or shall be deemed a waiver of such party's or beneficiary's rights to exercise the same at any subsequent time or times hereunder.

(ii) Amendment. This Agreement may not be amended, modified or supplemented orally, but only by a written instrument executed by the Grantee and the Company.

(d) Assignability. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by the Company or the Grantee without the prior written consent of the other parties.

(e) Applicable Law. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Pennsylvania, regardless of the law that might be applied under principles of conflict of laws, except to the extent that the corporate law of the State of Delaware specifically and mandatorily applies.

(f) Section and Other Headings, etc. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. In this Agreement all references to "dollars" or "\$" are to United States dollars.

(g) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

(h) Delegation by the Board. All of the powers, duties and responsibilities of the Board specified in this Agreement may, to the full extent permitted by applicable law, be exercised and performed by any duly constituted committee thereof to the extent authorized by the Board to exercise and perform such powers, duties and responsibilities.

(i) Tax Status of the SAR. The SAR is not intended to be treated as an arrangement that provides for a deferral of compensation subject to Section 409A of the Internal Revenue Code. This Agreement shall be construed and applied so as to ensure that the SAR is not covered by Section 409A; and this Agreement shall be deemed amended to the extent reasonably necessary, as determined by the Committee in its sole discretion, to exclude the SAR from the application of Section 409A. Without limiting the generality of the foregoing, in accordance with Notice 2005-1 of the Internal Revenue Service, the SAR Exercise Price shall never become less than the Fair Market Value of the underlying shares of Common Stock on the date of grant.

[SIGNATURE PAGE FOLLOWING]

IN WITNESS WHEREOF, the Company and the Grantee have executed this Agreement as of the date first above written.

WESCO INTERNATIONAL, INC.

By: _____
Stephen A. Van Oss, Senior Vice President and Chief Financial &
Administration Officer

THE GRANTEE:

By: _____
<Full Legal Name>

Address of the Grantee:

<Grantee address>
<City>, <State> <Zip>

Total Number of Shares
Of Common Stock with
Respect to Which the
SAR Has Been Granted:

<number>

STOCK APPRECIATION RIGHTS AGREEMENT

STOCK APPRECIATION RIGHTS AGREEMENT, dated as of **[DATE]**, between WESCO INTERNATIONAL, INC., a Delaware corporation (the “Company”), and the Grantee whose name appears on the signature page hereof (the “Grantee”).

WITNESSETH:

WHEREAS, the Board of Directors of the Company (the “Board”) has designated the Compensation Committee of the Board (the “Committee”) to administer the Company’s 1999 Long-Term Incentive Plan (as amended from time to time, the “Plan”); and

WHEREAS, the Board has determined to grant to the Grantee, under the Plan, a Stock Appreciation Right with respect to the aggregate number of shares of the Company’s Common Stock, par value \$.01 per share (the “Common Stock”), set forth on the signature page hereof (the “SAR Shares”) at an exercise price of **[\$[PRICE]** per SAR Share;

NOW, THEREFORE, to evidence the Stock Appreciation Right so granted, and to set forth its terms and conditions under the Plan, the Company and the Grantee hereby agree as follows:

1. **Confirmation of Grant; Exercise Price.** The Company hereby grants to the Grantee, effective as of the date hereof, a Stock Appreciation Right (the “SAR”) with respect to the SAR Shares at an exercise price of **[\$[PRICE]** per share (the “Exercise Price”). This Agreement is subordinate to, and the terms and conditions of the SAR granted hereunder are subject to, the terms and conditions of the Plan.

2. **Vesting Term.** Equally at a rate of one-third of the amount granted on **[DATE]**; **[DATE]** and **[DATE]** as long as you are employed by WESCO.

3. **Exercisability.** Provided that the Grantee remains employed by the Company on such date, and to the extent the SAR has not previously expired, each SAR shall be exercisable upon vesting.

4. **Termination of SAR.**

(a) **Normal Termination Date.** Unless an earlier termination date is specified in Section 4(b), the SAR shall terminate on **[DATE]** (the “Normal Termination Date”).

(b) **Early Termination.** If the Grantee’s Active Employment (as defined below) is voluntarily or involuntarily terminated for any reason whatsoever prior to the Normal Termination Date, any portion of the SAR that has not become exercisable on or before the effective date of such termination of employment shall terminate on such effective date. Any portion of the SAR that has become exercisable on or before the date of the Grantee’s termination of Active Employment shall remain exercisable for whichever of the following periods is applicable, and if not exercised within such period, shall terminate upon the expiration of such period: (i) if the Grantee’s Active Employment is terminated by reason of the Grantee’s death, Permanent Disability or Retirement at Normal Retirement Age (each an “Extraordinary

Termination”), then any SARs held by the Grantee and then exercisable shall remain exercisable solely until the first to occur of (A) the first anniversary of the Grantee’s termination of employment or (B) the expiration of the term of the SAR, and (ii) if the Grantee’s Active Employment is terminated for any reason other than an Extraordinary Termination or for Cause, then any then exercisable SARs held by such Grantee shall remain exercisable for a period of sixty days after the date of the Grantee’s termination of employment. Notwithstanding anything else contained in this Agreement, if the Grantee’s Active Employment is terminated by the Company for Cause, then all SARs shall terminate and be canceled immediately upon such termination, regardless of whether then exercisable. Nothing in this Agreement shall be deemed to confer on the Grantee any right to continue in the employ of the Company or any of its direct or indirect subsidiaries, or to interfere with or limit in any way the right of the Company or any of its direct or indirect subsidiaries to terminate such employment at any time.

5. Charitable Donation Provision. A Grantee is permitted to transfer his or her vested SARs to family members, trust, or other parties, including a charity or non-profit organization subject to certain guidelines, terms, conditions and restrictions as defined by the Compensation Committee and administered by the Company.

6. Restrictions on Exercise; Non-Transferability of SAR.

(a) Restrictions on Exercise. The SAR may be exercised only with respect to full shares of Common Stock. No fractional shares of Common Stock shall be issued. Notwithstanding any other provision of this Agreement, the SAR may not be exercised in whole or in part, and no certificates representing Shares shall be delivered, (i) unless all requisite approvals and consents of any governmental authority of any kind having jurisdiction over the exercise of options shall have been secured, (ii) unless the issuance of SAR Shares upon the exercise of the SAR shall be exempt from registration under applicable U.S. federal and state securities laws, and applicable non-U.S. securities laws, or the SAR Shares shall have been registered under such laws, and (iii) unless all applicable U.S. federal, state and local and non-U.S. tax withholding requirements shall have been satisfied. The Company shall use commercially reasonable efforts to obtain the consents and approvals referred to in clause (i) of the preceding sentence, to satisfy the withholding requirements referred to in clause (iii) of the preceding sentence so as to permit the SAR to be exercised.

(b) Non-Transferability of SAR. The SAR may be exercised only by the Grantee or by his estate. The SAR is not assignable or transferable, in whole or in part, and it may not, directly or indirectly, be offered, transferred, sold, pledged, assigned, alienated, hypothecated or otherwise disposed of or encumbered (including without limitation by gift, operation of law or otherwise) other than by will or by the laws of descent and distribution to the estate of the Grantee upon his death, provided that the deceased Grantee’s beneficiary or the representative of his estate shall acknowledge and agree in writing, in a form reasonably acceptable to the Company, to be bound by the provisions of this Agreement and the Plan as if such beneficiary or the estate were the Grantee.

(c) Certain Definitions. As used in this Agreement the following terms shall have the following meanings:

(i) “Active Employment” shall mean active employment with the Company or any direct or indirect subsidiary of the Company.

(ii) “Cause” shall mean (A) the willful failure by the Grantee substantially to perform his employment-related duties (other than any such failure due to physical or mental illness) after a demand for substantial performance is delivered to the Grantee by the Director of Human Resources, which notice identifies the manner in which the Director of Human Resources, believes that the Grantee has not substantially performed his employment-related duties, (B) the engaging by the Grantee in willful and serious misconduct that is injurious to the Company or any of its affiliates, (C) the conviction of the Grantee of, or the entering by the Grantee of a plea of nolo contendere to, a crime that constitutes a felony, or (D) the breach (including but not limited to the material or willful failure to cure a breach) by the Grantee of any written covenant or agreement with the Company or any of its affiliates not to disclose any information pertaining to the Company or any of its affiliates or not to compete or interfere with the Company or any of its affiliates.

(iii) “Fair Market Value” shall mean the closing price per share of the Common Stock on the New York Stock Exchange or other established stock exchange (or exchanges) on the applicable date, or if no sale of Common Stock has been recorded on such day, then on the next preceding day on which a sale was so made. If shares of Common Stock are not traded on an established stock exchange on the applicable date, Fair Market Value shall be determined by the Committee in good faith.

(iv) “Retirement at Normal Retirement Age” shall mean retirement at age 65 or later.

(v) “Permanent Disability” shall mean a physical or mental disability or infirmity that prevents the performance of such Grantee’s employment-related duties lasting (or likely to last, based on competent medical evidence presented to the Board) for a continuous period of six months or longer. The Board’s reasoned and good faith judgment of Permanent Disability shall be final, binding and conclusive on all parties hereto and shall be based on such competent medical evidence as shall be presented to it by the Grantee or by any physician or group of physicians or other competent medical expert employed by the Grantee or the Company to advise the Board.

7. Exercise of the SAR and Tax Withholding.

(a) Exercise. To the extent that the SAR shall have become and remains exercisable as provided in Section 3 and subject to such reasonable administrative regulations as the Board or the Committee may have adopted, the SAR may be exercised, in whole or in part, by notice to the Secretary of the Company or the Option Administration Department in writing given 15 business days prior to the date on which the Grantee expects to exercise the SAR (the “Exercise Date”), specifying the number of SAR Shares with respect to which the SAR is being exercised (the “Exercise Shares”) and the expected Exercise Date, provided that if shares of Common Stock are traded on a U.S. national securities exchange or bid and ask prices for shares of Common Stock are quoted over the NASDAQ National Market (“NASDAQ”) operated by the National Association of Securities Dealers, Inc., notice may be given five business days before the Exercise Date. Upon exercise of the SAR, the Grantee shall be entitled to receive a number

of shares of Common Stock (the "Net SAR Shares") equal to the quotient obtained by dividing x by y, where:

x = the number of Exercise Shares multiplied by the excess, if any, of (A) the Fair Market Value of a share of Common Stock on the Exercise Date over (B) the Exercise Price, and

y = the Fair Market Value of a share of Common Stock on the Exercise Date.

No fractional share of Common Stock shall be issued to make any payment in respect of SAR; if any fractional share would be issuable, the number of Net SAR Shares payable to the Grantee shall be rounded down to the next whole share (no payment of cash, shares or other consideration shall be made with respect to such fractional share). The Company may require the Grantee to furnish or execute such other documents as the Company shall reasonably deem necessary (i) to evidence such exercise, (ii) to determine whether registration is then required under the U.S. Securities Act of 1933, as amended (the "Securities Act"), and (iii) to comply with or satisfy the requirements of the Securities Act, applicable state or non-U.S. securities laws or any other law.

(b) Withholding. Whenever the Net SAR Shares are to be issued pursuant to the exercise of the SAR, the Company may require the recipient of the Net SAR Shares to remit to the Company an amount sufficient to satisfy the employer's minimum statutory U.S. federal, state and local and non-U.S. tax withholding requirements. If shares of Common Stock are traded on a U.S. national securities exchange or bid and ask prices for shares of Common Stock are quoted on the NASDAQ, the Company may, if requested by the Grantee, withhold Net SAR Shares to satisfy applicable minimum statutory withholding requirements, subject to the provisions of the Plan and any rules adopted by the Board or the Committee regarding compliance with applicable law, including, but not limited to, Section 16(b) of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act").

8. Representations and Warranties of the Company. The Company represents and warrants to the Grantee that (a) the Company has been duly incorporated and is an existing corporation in good standing under the laws of the State of Delaware, (b) this Agreement has been duly authorized, executed and delivered by the Company and constitutes a valid and legally binding obligation of the Company enforceable against the Company in accordance with its terms, and (c) the Net SAR Shares, when issued and delivered upon exercise of the SAR in accordance with the terms hereof, will be duly authorized, validly issued, fully paid and nonassessable, and free and clear of any liens or encumbrances other than those created pursuant to this Agreement or otherwise in connection with the transactions contemplated hereby.

9. Change in Control and Adjustments to Reflect Capital Changes.

(a) Accelerated Vesting Upon Change in Control. In the event of a Change in Control, the SAR shall become immediately and fully exercisable unless such Change in Control results from the Grantee's beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of Common Stock or other Company Voting Securities (as defined in the Plan).

(b) Recapitalization. The number and kind of shares subject to the SAR and the Exercise Price of the SAR shall be appropriately adjusted to reflect any stock dividend, stock split, or share combination or any recapitalization, merger, consolidation, exchange of shares, liquidation or dissolution of the Company or other change in capitalization with a similar substantive effect upon the Plan or the SAR. The Committee shall have the power and sole discretion to determine the amount of the adjustment to be made in each case.

(c) Certain Mergers. After any Merger in which the Company is not the surviving corporation or pursuant to which a majority of the shares which are of the same class as the shares that are subject to the SAR are exchanged for, or converted into, or otherwise become shares of another corporation, the surviving, continuing, successor or purchasing corporation, as the case may be (the "Acquiring Corporation"), will either assume the Company's rights and obligations under this Agreement or substitute an award in respect of the Acquiring Corporation's stock for the SAR, *provided, however*, that if the Acquiring Corporation does not assume or substitute for the SAR, the Board shall provide prior to the Merger that any unexercisable and/or unvested portion of the SAR shall be immediately exercisable and vested as of a date prior to such Merger, as the Board so determines. The exercise and/or vesting of the SAR that was permissible solely by reason of this Section 9(c) shall be conditioned upon the consummation of the Merger. If the SAR is neither assumed by the Acquiring Corporation nor exercised as of the date of the Merger, the SAR shall terminate effective as of the effective date of the Merger. Comparable rights shall accrue to the Grantee in the event of successive Mergers of the character described above.

(d) Certain Definitions.

(i) "Change in Control" means the first to occur of the following events: (a) the acquisition by any person, entity or "group" (as defined in Section 13(d) of the Exchange Act), other than the Company, its subsidiaries, any employee benefit plan of the Company or its subsidiaries, or Cypress Merchant Banking Partners L.P. or any successor investment vehicle, of 30% or more of the combined voting power of the Company's then outstanding voting securities; (b) the merger or consolidation of the Company, as a result of which persons who were stockholders of the Company immediately prior to such merger or consolidation, do not, immediately thereafter, own, directly or indirectly, more than 70% of the combined voting power entitled to vote generally in the election of directors of the merged or consolidated company; (c) the liquidation or dissolution of the Company; (d) the sale, transfer or other disposition of all or substantially all of the assets of the Company to one or more persons or entities that are not, immediately prior to such sale, transfer or other disposition, affiliates of the Company; and (e) during any period of not more than two years, individuals who constitute the Board as of the beginning of the period and any new director (other than a director designated by a person who has entered into an agreement with the Company to effect a transaction described in clause (a) or (b) of this sentence) whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds (2/3) of the directors then still in office who were directors at such time or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority of the Board.

(ii) "Merger" means any merger, reorganization, consolidation, share exchange, transfer of assets or other transaction having similar effect involving the Company.

10. No Rights as Stockholder. The Grantee shall have no voting or other rights as a stockholder of the Company with respect to any SAR Shares until the exercise of the SAR and the issuance of a certificate or certificates to him for Net SAR Shares. No adjustment shall be made for dividends or other rights for which the record date is prior to the issuance of such certificate or certificates.

11. Miscellaneous.

(a) Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or sent by certified or express mail, return receipt requested, postage prepaid, or by any recognized international equivalent of such delivery, to the Company, or the Grantee, as the case may be, at the following addresses or to such other address as the Company or the Grantee, as the case may be, shall specify by notice to the others:

(i) if to the Company, to it at:

WESCO International, Inc.
Suite 700
225 West Station Square Drive
Pittsburgh, Pennsylvania 15219-1122

Attention: Legal Department

(ii) if to the Grantee, to the Grantee at the address set forth on the signature page hereof.

All such notices and communications shall be deemed to have been received on the date of delivery or on the third business day after the mailing thereof.

(b) Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.

(c) Waiver; Amendment.

(i) Waiver. Any party hereto or beneficiary hereof, may, by written notice to the other parties (A) extend the time for the performance of any of the obligations or other actions of the other parties under this Agreement, (B) waive compliance with any of the conditions or covenants of the other parties contained in this Agreement and (C) waive or modify performance of any of the obligations of the other parties under this Agreement. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including,

without limitation, any investigation by or on behalf of any party or beneficiary, shall be deemed to constitute a waiver by the party or beneficiary taking such action of compliance with any representations, warranties, covenants or agreements contained herein. The waiver by any party hereto or beneficiary hereof of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any preceding or succeeding breach and no failure by a party or beneficiary to exercise any right or privilege hereunder shall be deemed a waiver of such party's or beneficiary's rights or privileges hereunder or shall be deemed a waiver of such party's or beneficiary's rights to exercise the same at any subsequent time or times hereunder.

(ii) Amendment. This Agreement may not be amended, modified or supplemented orally, but only by a written instrument executed by the Grantee and the Company.

(d) Assignability. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by the Company or the Grantee without the prior written consent of the other parties.

(e) Applicable Law. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Pennsylvania, regardless of the law that might be applied under principles of conflict of laws, except to the extent that the corporate law of the State of Delaware specifically and mandatorily applies.

(f) Section and Other Headings, etc. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. In this Agreement all references to "dollars" or "\$" are to United States dollars.

(g) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

(h) Delegation by the Board. All of the powers, duties and responsibilities of the Board specified in this Agreement may, to the full extent permitted by applicable law, be exercised and performed by any duly constituted committee thereof to the extent authorized by the Board to exercise and perform such powers, duties and responsibilities.

(i) Tax Status of the SAR. The SAR is not intended to be treated as an arrangement that provides for a deferral of compensation subject to Section 409A of the Internal Revenue Code. This Agreement shall be construed and applied so as to ensure that the SAR is not covered by Section 409A; and this Agreement shall be deemed amended to the extent reasonably necessary, as determined by the Committee in its sole discretion, to exclude the SAR from the application of Section 409A. Without limiting the generality of the foregoing, in accordance with Notice 2005-1 of the Internal Revenue Service, the SAR Exercise Price shall never become less than the Fair Market Value of the underlying shares of Common Stock on the date of grant.

[SIGNATURE PAGE FOLLOWING]

IN WITNESS WHEREOF, the Company and the Grantee have executed this Agreement as of the date first above written.

WESCO INTERNATIONAL, INC.

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

THE GRANTEE:

By: _____
«FIRST_NAME» «MI» «LAST_NAME»

Address of the Grantee:

«STREET»
«STREET_2»
«CITY», «STATE» «ZIP_CODE»

Total Number of Stock
Appreciation Rights Awarded: «AWARD_AMOUNT»

STOCK APPRECIATION RIGHTS AGREEMENT

STOCK APPRECIATION RIGHTS AGREEMENT, dated as of **[DATE]**, between WESCO INTERNATIONAL, INC., a Delaware corporation (the “Company”), and the Grantee whose name appears on the signature page hereof (the “Grantee”).

WITNESSETH:

WHEREAS, the Board of Directors of the Company (the “Board”) has designated the Compensation Committee of the Board (the “Committee”) to administer the Company’s 1999 Long-Term Incentive Plan (as amended from time to time, the “Plan”); and

WHEREAS, the Board has determined to grant to the Grantee, under the Plan, a Stock Appreciation Right with respect to the aggregate number of shares of the Company’s Common Stock, par value \$.01 per share (the “Common Stock”), set forth on the signature page hereof (the “SAR Shares”) at an exercise price of **[\$PRICE]** per SAR Share;

NOW, THEREFORE, to evidence the Stock Appreciation Right so granted, and to set forth its terms and conditions under the Plan, the Company and the Grantee hereby agree as follows:

1. **Confirmation of Grant; Exercise Price.** The Company hereby grants to the Grantee, effective as of the date hereof, a Stock Appreciation Right (the “SAR”) with respect to the SAR Shares at an exercise price of **[\$PRICE]** per share (the “Exercise Price”). This Agreement is subordinate to, and the terms and conditions of the SAR granted hereunder are subject to, the terms and conditions of the Plan.

2. **Vesting Term.** Equally at a rate of one-third of the amount granted on **[DATE]**; **[DATE]**; and **[DATE]** as long as you are employed by WESCO.

3. **Exercisability.** Provided that the Grantee remains employed by the Company on such date, and to the extent the SAR has not previously expired, each SAR shall be exercisable upon vesting.

4. **Termination of SAR.**

(a) **Normal Termination Date.** Unless an earlier termination date is specified in Section 4(b), the SAR shall terminate on **[DATE]** (the “Normal Termination Date”).

(b) **Early Termination.** If the Grantee’s Active Employment (as defined below) is voluntarily or involuntarily terminated for any reason whatsoever prior to the Normal Termination Date, any portion of the SAR that has not become exercisable on or before the effective date of such termination of employment shall terminate on such effective date. Any portion of the SAR that has become exercisable on or before the date of the Grantee’s termination of Active Employment shall remain exercisable for whichever of the following periods is applicable, and if not exercised within such period, shall terminate upon the expiration of such period: (i) if the Grantee’s Active Employment is terminated by reason of the Grantee’s death, Permanent Disability or Retirement at Normal Retirement Age (each an “Extraordinary

Termination”), then any SARs held by the Grantee and then exercisable shall remain exercisable solely until the first to occur of (A) the first anniversary of the Grantee’s termination of employment or (B) the expiration of the term of the SAR, and (ii) if the Grantee’s Active Employment is terminated for any reason other than an Extraordinary Termination, then any then exercisable SARs held by such Grantee shall remain exercisable for a period of sixty days after the date of the Grantee’s termination of employment. Nothing in this Agreement shall be deemed to confer on the Grantee any right to continue in the employ of the Company or any of its direct or indirect subsidiaries, or to interfere with or limit in any way the right of the Company or any of its direct or indirect subsidiaries to terminate such employment at any time.

5. Charitable Donation Provision. A Grantee is permitted to transfer his or her vested SARs to family members, trust, or other parties, including a charity or non-profit organization subject to certain guidelines, terms, conditions and restrictions as defined by the Compensation Committee and administered by the Company.

6. Restrictions on Exercise; Non-Transferability of SAR.

(a) Restrictions on Exercise. The SAR may be exercised only with respect to full shares of Common Stock. No fractional shares of Common Stock shall be issued. Notwithstanding any other provision of this Agreement, the SAR may not be exercised in whole or in part, and no certificates representing Shares shall be delivered, (i) unless all requisite approvals and consents of any governmental authority of any kind having jurisdiction over the exercise of options shall have been secured, (ii) unless the issuance of SAR Shares upon the exercise of the SAR shall be exempt from registration under applicable U.S. federal and state securities laws, and applicable non-U.S. securities laws, or the SAR Shares shall have been registered under such laws, and (iii) unless all applicable U.S. federal, state and local and non-U.S. tax withholding requirements shall have been satisfied. The Company shall use commercially reasonable efforts to obtain the consents and approvals referred to in clause (i) of the preceding sentence, to satisfy the withholding requirements referred to in clause (iii) of the preceding sentence so as to permit the SAR to be exercised.

(b) Non-Transferability of SAR. The SAR may be exercised only by the Grantee or by his estate. The SAR is not assignable or transferable, in whole or in part, and it may not, directly or indirectly, be offered, transferred, sold, pledged, assigned, alienated, hypothecated or otherwise disposed of or encumbered (including without limitation by gift, operation of law or otherwise) other than by will or by the laws of descent and distribution to the estate of the Grantee upon his death, provided that the deceased Grantee’s beneficiary or the representative of his estate shall acknowledge and agree in writing, in a form reasonably acceptable to the Company, to be bound by the provisions of this Agreement and the Plan as if such beneficiary or the estate were the Grantee.

(c) Certain Definitions. As used in this Agreement the following terms shall have the following meanings:

(i) “Active Employment” shall mean active employment with the Company or any direct or indirect subsidiary of the Company.

(ii) “Cause” shall mean (A) the willful failure by the Grantee substantially to perform his employment-related duties (other than any such failure due to physical or mental illness) after a demand for substantial performance is delivered to the Grantee by the Director of Human Resources, which notice identifies the manner in which the Director of Human Resources, believes that the Grantee has not substantially performed his employment-related duties, (B) the engaging by the Grantee in willful and serious misconduct that is injurious to the Company or any of its affiliates, (C) the conviction of the Grantee of, or the entering by the Grantee of a plea of nolo contendere to, a crime that constitutes a felony, or (D) the breach (including but not limited to the material or willful failure to cure a breach) by the Grantee of any written covenant or agreement with the Company or any of its affiliates not to disclose any information pertaining to the Company or any of its affiliates or not to compete or interfere with the Company or any of its affiliates.

(iii) “Fair Market Value” shall mean the closing price per share of the Common Stock on the New York Stock Exchange or other established stock exchange (or exchanges) on the applicable date, or if no sale of Common Stock has been recorded on such day, then on the next preceding day on which a sale was so made. If shares of Common Stock are not traded on an established stock exchange on the applicable date, Fair Market Value shall be determined by the Committee in good faith.

(iv) “Retirement at Normal Retirement Age” shall mean retirement at age 65 or later.

(v) “Permanent Disability” shall mean a physical or mental disability or infirmity that prevents the performance of such Grantee’s employment-related duties lasting (or likely to last, based on competent medical evidence presented to the Board) for a continuous period of six months or longer. The Board’s reasoned and good faith judgment of Permanent Disability shall be final, binding and conclusive on all parties hereto and shall be based on such competent medical evidence as shall be presented to it by the Grantee or by any physician or group of physicians or other competent medical expert employed by the Grantee or the Company to advise the Board.

7. Exercise of the SAR and Tax Withholding.

(a) Exercise. To the extent that the SAR shall have become and remains exercisable as provided in Section 3 and subject to such reasonable administrative regulations as the Board or the Committee may have adopted, the SAR may be exercised, in whole or in part, by notice to the Secretary of the Company or the Option Administration Department in writing given 15 business days prior to the date on which the Grantee expects to exercise the SAR (the “Exercise Date”), specifying the number of SAR Shares with respect to which the SAR is being exercised (the “Exercise Shares”) and the expected Exercise Date, provided that if shares of Common Stock are traded on a U.S. national securities exchange or bid and ask prices for shares of Common Stock are quoted over the NASDAQ National Market (“NASDAQ”) operated by the National Association of Securities Dealers, Inc., notice may be given five business days before the Exercise Date. Upon exercise of the SAR, the Grantee shall be entitled to receive a number of shares of Common Stock (the “Net SAR Shares”) equal to the quotient obtained by dividing x by y, where:

x = the number of Exercise Shares multiplied by the excess, if any, of (A) the Fair Market Value of a share of Common Stock on the Exercise Date over (B) the Exercise Price, and

y = the Fair Market Value of a share of Common Stock on the Exercise Date.

No fractional share of Common Stock shall be issued to make any payment in respect of SAR; if any fractional share would be issuable, the number of Net SAR Shares payable to the Grantee shall be rounded down to the next whole share (no payment of cash, shares or other consideration shall be made with respect to such fractional share). The Company may require the Grantee to furnish or execute such other documents as the Company shall reasonably deem necessary (i) to evidence such exercise, (ii) to determine whether registration is then required under the U.S. Securities Act of 1933, as amended (the "Securities Act"), and (iii) to comply with or satisfy the requirements of the Securities Act, applicable state or non-U.S. securities laws or any other law.

(b) Withholding. Whenever the Net SAR Shares are to be issued pursuant to the exercise of the SAR, the Company may require the recipient of the Net SAR Shares to remit to the Company an amount sufficient to satisfy the employer's minimum statutory U.S. federal, state and local and non-U.S. tax withholding requirements. If shares of Common Stock are traded on a U.S. national securities exchange or bid and ask prices for shares of Common Stock are quoted on the NASDAQ, the Company may, if requested by the Grantee, withhold Net SAR Shares to satisfy applicable minimum statutory withholding requirements, subject to the provisions of the Plan and any rules adopted by the Board or the Committee regarding compliance with applicable law, including, but not limited to, Section 16(b) of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act").

8. Representations and Warranties of the Company. The Company represents and warrants to the Grantee that (a) the Company has been duly incorporated and is an existing corporation in good standing under the laws of the State of Delaware, (b) this Agreement has been duly authorized, executed and delivered by the Company and constitutes a valid and legally binding obligation of the Company enforceable against the Company in accordance with its terms, and (c) the Net SAR Shares, when issued and delivered upon exercise of the SAR in accordance with the terms hereof, will be duly authorized, validly issued, fully paid and nonassessable, and free and clear of any liens or encumbrances other than those created pursuant to this Agreement or otherwise in connection with the transactions contemplated hereby.

9. Change in Control and Adjustments to Reflect Capital Changes.

(a) Accelerated Vesting Upon Change in Control. In the event of a Change in Control, the SAR shall become immediately and fully exercisable unless such Change in Control results from the Grantee's beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of Common Stock or other Company Voting Securities (as defined in the Plan).

(b) Recapitalization. The number and kind of shares subject to the SAR and the Exercise Price of the SAR shall be appropriately adjusted to reflect any stock dividend, stock split, or share combination or any recapitalization, merger, consolidation, exchange of shares, liquidation or dissolution of the Company or other change in capitalization with a similar

substantive effect upon the Plan or the SAR. The Committee shall have the power and sole discretion to determine the amount of the adjustment to be made in each case.

(c) Certain Mergers. After any Merger in which the Company is not the surviving corporation or pursuant to which a majority of the shares which are of the same class as the shares that are subject to the SAR are exchanged for, or converted into, or otherwise become shares of another corporation, the surviving, continuing, successor or purchasing corporation, as the case may be (the "Acquiring Corporation"), will either assume the Company's rights and obligations under this Agreement or substitute an award in respect of the Acquiring Corporation's stock for the SAR, *provided, however*, that if the Acquiring Corporation does not assume or substitute for the SAR, the Board shall provide prior to the Merger that any unexercisable and/or unvested portion of the SAR shall be immediately exercisable and vested as of a date prior to such Merger, as the Board so determines. The exercise and/or vesting of the SAR that was permissible solely by reason of this Section 9(c) shall be conditioned upon the consummation of the Merger. If the SAR is neither assumed by the Acquiring Corporation nor exercised as of the date of the Merger, the SAR shall terminate effective as of the effective date of the Merger. Comparable rights shall accrue to the Grantee in the event of successive Mergers of the character described above.

(d) Certain Definitions.

(i) "Change in Control" means the first to occur of the following events: (a) the acquisition by any person, entity or "group" (as defined in Section 13(d) of the Exchange Act), other than the Company, its subsidiaries, any employee benefit plan of the Company or its subsidiaries, or Cypress Merchant Banking Partners L.P. or any successor investment vehicle, of 30% or more of the combined voting power of the Company's then outstanding voting securities; (b) the merger or consolidation of the Company, as a result of which persons who were stockholders of the Company immediately prior to such merger or consolidation, do not, immediately thereafter, own, directly or indirectly, more than 70% of the combined voting power entitled to vote generally in the election of directors of the merged or consolidated company; (c) the liquidation or dissolution of the Company; (d) the sale, transfer or other disposition of all or substantially all of the assets of the Company to one or more persons or entities that are not, immediately prior to such sale, transfer or other disposition, affiliates of the Company; and (e) during any period of not more than two years, individuals who constitute the Board as of the beginning of the period and any new director (other than a director designated by a person who has entered into an agreement with the Company to effect a transaction described in clause (a) or (b) of this sentence) whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds (2/3) of the directors then still in office who were directors at such time or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority of the Board.

(ii) "Merger" means any merger, reorganization, consolidation, share exchange, transfer of assets or other transaction having similar effect involving the Company.

10. No Rights as Stockholder. The Grantee shall have no voting or other rights as a stockholder of the Company with respect to any SAR Shares until the exercise of the SAR and the issuance of a certificate or certificates to him for Net SAR Shares. No adjustment shall be

made for dividends or other rights for which the record date is prior to the issuance of such certificate or certificates.

11. Miscellaneous.

(a) Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or sent by certified or express mail, return receipt requested, postage prepaid, or by any recognized international equivalent of such delivery, to the Company, or the Grantee, as the case may be, at the following addresses or to such other address as the Company or the Grantee, as the case may be, shall specify by notice to the others:

(i) if to the Company, to it at:

WESCO International, Inc.
Suite 700
225 West Station Square Drive
Pittsburgh, Pennsylvania 15219-1122

Attention: Legal Department

(ii) if to the Grantee, to the Grantee at the address set forth on the signature page hereof.

All such notices and communications shall be deemed to have been received on the date of delivery or on the third business day after the mailing thereof.

(b) Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.

(c) Waiver; Amendment.

(i) Waiver. Any party hereto or beneficiary hereof, may, by written notice to the other parties (A) extend the time for the performance of any of the obligations or other actions of the other parties under this Agreement, (B) waive compliance with any of the conditions or covenants of the other parties contained in this Agreement and (C) waive or modify performance of any of the obligations of the other parties under this Agreement. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of any party or beneficiary, shall be deemed to constitute a waiver by the party or beneficiary taking such action of compliance with any representations, warranties, covenants or agreements contained herein. The waiver by any party hereto or beneficiary hereof of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any preceding or succeeding breach and no failure by a party or beneficiary to exercise any right or privilege hereunder shall be deemed a waiver of such party's

or beneficiary's rights or privileges hereunder or shall be deemed a waiver of such party's or beneficiary's rights to exercise the same at any subsequent time or times hereunder.

(ii) Amendment. This Agreement may not be amended, modified or supplemented orally, but only by a written instrument executed by the Grantee and the Company.

(d) Assignability. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by the Company or the Grantee without the prior written consent of the other parties.

(e) Applicable Law. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Pennsylvania, regardless of the law that might be applied under principles of conflict of laws, except to the extent that the corporate law of the State of Delaware specifically and mandatorily applies.

(f) Section and Other Headings, etc. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. In this Agreement all references to "dollars" or "\$" are to United States dollars.

(g) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

(h) Delegation by the Board. All of the powers, duties and responsibilities of the Board specified in this Agreement may, to the full extent permitted by applicable law, be exercised and performed by any duly constituted committee thereof to the extent authorized by the Board to exercise and perform such powers, duties and responsibilities.

(i) Tax Status of the SAR. The SAR is not intended to be treated as an arrangement that provides for a deferral of compensation subject to Section 409A of the Internal Revenue Code. This Agreement shall be construed and applied so as to ensure that the SAR is not covered by Section 409A; and this Agreement shall be deemed amended to the extent reasonably necessary, as determined by the Committee in its sole discretion, to exclude the SAR from the application of Section 409A. Without limiting the generality of the foregoing, in accordance with Notice 2005-1 of the Internal Revenue Service, the SAR Exercise Price shall never become less than the Fair Market Value of the underlying shares of Common Stock on the date of grant.

[SIGNATURE PAGE FOLLOWING]

IN WITNESS WHEREOF, the Company and the Grantee have executed this Agreement as of the date first above written.

WESCO INTERNATIONAL, INC.

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

THE GRANTEE:

By: _____
[NAME]

Address of the Grantee:

[ADDRESS]

Total Number of Stock
Appreciation Rights Awarded: **[NUMBER]**

STOCK APPRECIATION RIGHTS AGREEMENT

STOCK APPRECIATION RIGHTS AGREEMENT, dated as of July 1, 2007, between WESCO INTERNATIONAL, INC., a Delaware corporation (the "Company"), and the Grantee whose name appears on the signature page hereof (the "Grantee").

WITNESSETH:

WHEREAS, the Board of Directors of the Company (the "Board") has designated the Compensation Committee of the Board (the "Committee") to administer the Company's 1999 Long-Term Incentive Plan (as amended from time to time, the "Plan"); and

WHEREAS, the Board has determined to grant to the Grantee, under the Plan, a Stock Appreciation Right with respect to the aggregate number of shares of the Company's Common Stock, par value \$.01 per share (the "Common Stock"), set forth on the signature page hereof (the "SAR Shares") at an exercise price of \$60.45 per SAR Share;

NOW, THEREFORE, to evidence the Stock Appreciation Right so granted, and to set forth its terms and conditions under the Plan, the Company and the Grantee hereby agree as follows:

1. **Confirmation of Grant; Exercise Price.** The Company hereby grants to the Grantee, effective as of the date hereof, a Stock Appreciation Right (the "SAR") with respect to the SAR Shares at an exercise price of \$60.45 per share (the "Exercise Price"). This Agreement is subordinate to, and the terms and conditions of the SAR granted hereunder are subject to, the terms and conditions of the Plan.

2. **Vesting Term.** Equally at a rate of one-third of the amount granted on July 1, 2008; July 1, 2009 and July 1, 2010 as long as you are employed by WESCO. Notwithstanding the foregoing, the SARs shall be 100% fully vested upon your Retirement.

3. **Exercisability.** Provided that the Grantee remains employed by the Company on such date, and to the extent the SAR has not previously expired, each SAR shall be exercisable upon vesting.

4. **Termination of SAR.**

(a) **Normal Termination Date.** Unless an earlier termination date is specified in Section 4(b), the SAR shall terminate on July 1, 2017 (the "Normal Termination Date").

(b) **Early Termination.** If the Grantee's Active Employment (as defined below) is voluntarily or involuntarily terminated for any reason whatsoever prior to the Normal Termination Date, other than Retirement, any portion of the SAR that has not become exercisable on or before the effective date of such termination of employment shall terminate on such effective date. Any portion of the SAR that has become exercisable on or before the date of the Grantee's termination of Active Employment, including as a result of Retirement, shall remain exercisable for whichever of the following periods is applicable, and if not exercised within such period, shall terminate upon the expiration of such period: (i) if the Grantee's

Active Employment is terminated by reason of the Grantee's death, Permanent Disability or Retirement (each an "Extraordinary Termination"), then any SARs held by the Grantee and then exercisable shall remain exercisable solely until the first to occur of (A) the first anniversary of the Grantee's termination of employment or (B) the expiration of the term of the SAR, and (ii) if the Grantee's Active Employment is terminated for any reason other than an Extraordinary Termination, then any then exercisable SARs held by such Grantee shall remain exercisable for a period of sixty days after the date of the Grantee's termination of employment. Nothing in this Agreement shall be deemed to confer on the Grantee any right to continue in the employ of the Company or any of its direct or indirect subsidiaries, or to interfere with or limit in any way the right of the Company or any of its direct or indirect subsidiaries to terminate such employment at any time.

5. Charitable Donation Provision. A Grantee is permitted to transfer his or her vested SARs to family members, trust, or other parties, including a charity or non-profit organization subject to certain guidelines, terms, conditions and restrictions as defined by the Compensation Committee and administered by the Company.

6. Restrictions on Exercise; Non-Transferability of SAR.

(a) Restrictions on Exercise. The SAR may be exercised only with respect to full shares of Common Stock. No fractional shares of Common Stock shall be issued. Notwithstanding any other provision of this Agreement, the SAR may not be exercised in whole or in part, and no certificates representing Shares shall be delivered, (i) unless all requisite approvals and consents of any governmental authority of any kind having jurisdiction over the exercise of options shall have been secured, (ii) unless the issuance of SAR Shares upon the exercise of the SAR shall be exempt from registration under applicable U.S. federal and state securities laws, and applicable non-U.S. securities laws, or the SAR Shares shall have been registered under such laws, and (iii) unless all applicable U.S. federal, state and local and non-U.S. tax withholding requirements shall have been satisfied. The Company shall use commercially reasonable efforts to obtain the consents and approvals referred to in clause (i) of the preceding sentence, to satisfy the withholding requirements referred to in clause (iii) of the preceding sentence so as to permit the SAR to be exercised.

(b) Non-Transferability of SAR. The SAR may be exercised only by the Grantee or by his estate. The SAR is not assignable or transferable, in whole or in part, and it may not, directly or indirectly, be offered, transferred, sold, pledged, assigned, alienated, hypothecated or otherwise disposed of or encumbered (including without limitation by gift, operation of law or otherwise) other than by will or by the laws of descent and distribution to the estate of the Grantee upon his death, provided that the deceased Grantee's beneficiary or the representative of his estate shall acknowledge and agree in writing, in a form reasonably acceptable to the Company, to be bound by the provisions of this Agreement and the Plan as if such beneficiary or the estate were the Grantee.

(c) Certain Definitions. As used in this Agreement the following terms shall have the following meanings:

(i) “Active Employment” shall mean active employment with the Company or any direct or indirect subsidiary of the Company.

(ii) “Cause” shall mean (A) the willful failure by the Grantee substantially to perform his employment-related duties (other than any such failure due to physical or mental illness) after a demand for substantial performance is delivered to the Grantee by the Director of Human Resources, which notice identifies the manner in which the Director of Human Resources, believes that the Grantee has not substantially performed his employment-related duties, (B) the engaging by the Grantee in willful and serious misconduct that is injurious to the Company or any of its affiliates, (C) the conviction of the Grantee of, or the entering by the Grantee of a plea of nolo contendere to, a crime that constitutes a felony, or (D) the breach (including but not limited to the material or willful failure to cure a breach) by the Grantee of any written covenant or agreement with the Company or any of its affiliates not to disclose any information pertaining to the Company or any of its affiliates or not to compete or interfere with the Company or any of its affiliates.

(iii) “Fair Market Value” shall mean the closing price per share of the Common Stock on the New York Stock Exchange or other established stock exchange (or exchanges) on the applicable date, or if no sale of Common Stock has been recorded on such day, then on the next preceding day on which a sale was so made. If shares of Common Stock are not traded on an established stock exchange on the applicable date, Fair Market Value shall be determined by the Committee in good faith.

(iv) “Retirement” shall mean termination of Active Employment by mutual agreement on or after July 1, 2007.

(v) “Permanent Disability” shall mean a physical or mental disability or infirmity that prevents the performance of such Grantee’s employment-related duties lasting (or likely to last, based on competent medical evidence presented to the Board) for a continuous period of six months or longer. The Board’s reasoned and good faith judgment of Permanent Disability shall be final, binding and conclusive on all parties hereto and shall be based on such competent medical evidence as shall be presented to it by the Grantee or by any physician or group of physicians or other competent medical expert employed by the Grantee or the Company to advise the Board.

7. Exercise of the SAR and Tax Withholding.

(a) Exercise. To the extent that the SAR shall have become and remains exercisable as provided in Section 3 and subject to such reasonable administrative regulations as the Board or the Committee may have adopted, the SAR may be exercised, in whole or in part, by notice to the Secretary of the Company or the Option Administration Department in writing given 15 business days prior to the date on which the Grantee expects to exercise the SAR (the “Exercise Date”), specifying the number of SAR Shares with respect to which the SAR is being exercised (the “Exercise Shares”) and the expected Exercise Date, provided that if shares of Common Stock are traded on a U.S. national securities exchange or bid and ask prices for shares of Common Stock are quoted over the NASDAQ National Market (“NASDAQ”) operated by the National Association of Securities Dealers, Inc., notice may be given five business days before

the Exercise Date. Upon exercise of the SAR, the Grantee shall be entitled to receive a number of shares of Common Stock (the "Net SAR Shares") equal to the quotient obtained by dividing x by y, where:

x = the number of Exercise Shares multiplied by the excess, if any, of (A) the Fair Market Value of a share of Common Stock on the Exercise Date over (B) the Exercise Price, and

y = the Fair Market Value of a share of Common Stock on the Exercise Date.

No fractional share of Common Stock shall be issued to make any payment in respect of SAR; if any fractional share would be issuable, the number of Net SAR Shares payable to the Grantee shall be rounded down to the next whole share (no payment of cash, shares or other consideration shall be made with respect to such fractional share). The Company may require the Grantee to furnish or execute such other documents as the Company shall reasonably deem necessary (i) to evidence such exercise, (ii) to determine whether registration is then required under the U.S. Securities Act of 1933, as amended (the "Securities Act"), and (iii) to comply with or satisfy the requirements of the Securities Act, applicable state or non-U.S. securities laws or any other law.

(b) Withholding. Whenever the Net SAR Shares are to be issued pursuant to the exercise of the SAR, the Company may require the recipient of the Net SAR Shares to remit to the Company an amount sufficient to satisfy the employer's minimum statutory U.S. federal, state and local and non-U.S. tax withholding requirements. If shares of Common Stock are traded on a U.S. national securities exchange or bid and ask prices for shares of Common Stock are quoted on the NASDAQ, the Company may, if requested by the Grantee, withhold Net SAR Shares to satisfy applicable minimum statutory withholding requirements, subject to the provisions of the Plan and any rules adopted by the Board or the Committee regarding compliance with applicable law, including, but not limited to, Section 16(b) of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act").

8. Representations and Warranties of the Company. The Company represents and warrants to the Grantee that (a) the Company has been duly incorporated and is an existing corporation in good standing under the laws of the State of Delaware, (b) this Agreement has been duly authorized, executed and delivered by the Company and constitutes a valid and legally binding obligation of the Company enforceable against the Company in accordance with its terms, and (c) the Net SAR Shares, when issued and delivered upon exercise of the SAR in accordance with the terms hereof, will be duly authorized, validly issued, fully paid and nonassessable, and free and clear of any liens or encumbrances other than those created pursuant to this Agreement or otherwise in connection with the transactions contemplated hereby.

9. Change in Control and Adjustments to Reflect Capital Changes.

(a) Accelerated Vesting Upon Change in Control. In the event of a Change in Control, the SAR shall become immediately and fully exercisable unless such Change in Control results from the Grantee's beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of Common Stock or other Company Voting Securities (as defined in the Plan).

(b) Recapitalization. The number and kind of shares subject to the SAR and the Exercise Price of the SAR shall be appropriately adjusted to reflect any stock dividend, stock split, or share combination or any recapitalization, merger, consolidation, exchange of shares, liquidation or dissolution of the Company or other change in capitalization with a similar substantive effect upon the Plan or the SAR. The Committee shall have the power and sole discretion to determine the amount of the adjustment to be made in each case.

(c) Certain Mergers. After any Merger in which the Company is not the surviving corporation or pursuant to which a majority of the shares which are of the same class as the shares that are subject to the SAR are exchanged for, or converted into, or otherwise become shares of another corporation, the surviving, continuing, successor or purchasing corporation, as the case may be (the "Acquiring Corporation"), will either assume the Company's rights and obligations under this Agreement or substitute an award in respect of the Acquiring Corporation's stock for the SAR, *provided, however*, that if the Acquiring Corporation does not assume or substitute for the SAR, the Board shall provide prior to the Merger that any unexercisable and/or unvested portion of the SAR shall be immediately exercisable and vested as of a date prior to such Merger, as the Board so determines. The exercise and/or vesting of the SAR that was permissible solely by reason of this Section 9(c) shall be conditioned upon the consummation of the Merger. If the SAR is neither assumed by the Acquiring Corporation nor exercised as of the date of the Merger, the SAR shall terminate effective as of the effective date of the Merger. Comparable rights shall accrue to the Grantee in the event of successive Mergers of the character described above.

(d) Certain Definitions.

(i) "Change in Control" means the first to occur of the following events: (a) the acquisition by any person, entity or "group" (as defined in Section 13(d) of the Exchange Act), other than the Company, its subsidiaries, any employee benefit plan of the Company or its subsidiaries, or Cypress Merchant Banking Partners L.P. or any successor investment vehicle, of 30% or more of the combined voting power of the Company's then outstanding voting securities; (b) the merger or consolidation of the Company, as a result of which persons who were stockholders of the Company immediately prior to such merger or consolidation, do not, immediately thereafter, own, directly or indirectly, more than 70% of the combined voting power entitled to vote generally in the election of directors of the merged or consolidated company; (c) the liquidation or dissolution of the Company; (d) the sale, transfer or other disposition of all or substantially all of the assets of the Company to one or more persons or entities that are not, immediately prior to such sale, transfer or other disposition, affiliates of the Company; and (e) during any period of not more than two years, individuals who constitute the Board as of the beginning of the period and any new director (other than a director designated by a person who has entered into an agreement with the Company to effect a transaction described in clause (a) or (b) of this sentence) whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds (2/3) of the directors then still in office who were directors at such time or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority of the Board.

(ii) "Merger" means any merger, reorganization, consolidation, share exchange, transfer of assets or other transaction having similar effect involving the Company.

10. No Rights as Stockholder. The Grantee shall have no voting or other rights as a stockholder of the Company with respect to any SAR Shares until the exercise of the SAR and the issuance of a certificate or certificates to him for Net SAR Shares. No adjustment shall be made for dividends or other rights for which the record date is prior to the issuance of such certificate or certificates.

11. Miscellaneous.

(a) Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or sent by certified or express mail, return receipt requested, postage prepaid, or by any recognized international equivalent of such delivery, to the Company, or the Grantee, as the case may be, at the following addresses or to such other address as the Company or the Grantee, as the case may be, shall specify by notice to the others:

(i) if to the Company, to it at:

WESCO International, Inc.
Suite 700
225 West Station Square Drive
Pittsburgh, Pennsylvania 15219-1122

Attention: Legal Department

(ii) if to the Grantee, to the Grantee at the address set forth on the signature page hereof.

All such notices and communications shall be deemed to have been received on the date of delivery or on the third business day after the mailing thereof.

(b) Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.

(c) Waiver; Amendment.

(i) Waiver. Any party hereto or beneficiary hereof, may, by written notice to the other parties (A) extend the time for the performance of any of the obligations or other actions of the other parties under this Agreement, (B) waive compliance with any of the conditions or covenants of the other parties contained in this Agreement and (C) waive or modify performance of any of the obligations of the other parties under this Agreement. Except

as provided in the preceding sentence, no action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of any party or beneficiary, shall be deemed to constitute a waiver by the party or beneficiary taking such action of compliance with any representations, warranties, covenants or agreements contained herein. The waiver by any party hereto or beneficiary hereof of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any preceding or succeeding breach and no failure by a party or beneficiary to exercise any right or privilege hereunder shall be deemed a waiver of such party's or beneficiary's rights or privileges hereunder or shall be deemed a waiver of such party's or beneficiary's rights to exercise the same at any subsequent time or times hereunder.

(ii) Amendment. This Agreement may not be amended, modified or supplemented orally, but only by a written instrument executed by the Grantee and the Company.

(d) Assignability. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by the Company or the Grantee without the prior written consent of the other parties.

(e) Applicable Law. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Pennsylvania, regardless of the law that might be applied under principles of conflict of laws, except to the extent that the corporate law of the State of Delaware specifically and mandatorily applies.

(f) Section and Other Headings, etc. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. In this Agreement all references to "dollars" or "\$" are to United States dollars.

(g) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

(h) Delegation by the Board. All of the powers, duties and responsibilities of the Board specified in this Agreement may, to the full extent permitted by applicable law, be exercised and performed by any duly constituted committee thereof to the extent authorized by the Board to exercise and perform such powers, duties and responsibilities.

(i) Tax Status of the SAR. The SAR is not intended to be treated as an arrangement that provides for a deferral of compensation subject to Section 409A of the Internal Revenue Code. This Agreement shall be construed and applied so as to ensure that the SAR is not covered by Section 409A; and this Agreement shall be deemed amended to the extent reasonably necessary, as determined by the Committee in its sole discretion, to exclude the SAR from the application of Section 409A. Without limiting the generality of the foregoing, in accordance with Notice 2005-1 of the Internal Revenue Service, the SAR Exercise Price shall never become less than the Fair Market Value of the underlying shares of Common Stock on the date of grant.

[SIGNATURE PAGE FOLLOWING]

IN WITNESS WHEREOF, the Company and the Grantee have executed this Agreement as of the date first above written.

WESCO INTERNATIONAL, INC.

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

THE GRANTEE:

By: _____
William Goodwin

Address of the Grantee:

09 Camino Vista Hermosa
Placitas, NM 87043

Total Number of Stock
Appreciation Rights Awarded: 5,000

WESCO International, Inc.
WESCO Distribution, Inc.

AMENDMENT TO STOCK OPTION AGREEMENT

WHEREAS, WESCO INTERNATIONAL, INC. (the "Company") and William Goodwin (the "Grantee") previously entered into the Stock Option Agreement dated December 21, 2001 (the "Agreement").

WHEREAS, the Company wishes to amend the Agreement as set forth herein.

NOW, THEREFORE, intending to be legally bound, the Grantee and the Company hereby amend the Agreement as provided below effective as of May 21, 2008 as follows:

1. Section 4(c)(iii) of the Agreement is hereby amended and restated in its entirety as follows:
"Retirement at Normal Retirement Age" shall mean retirement at the age 65 or later or at such date as mutually agreed upon.
2. Except as expressly amended above, the terms and conditions of the Agreement shall continue in full force and effect.

The foregoing amendment is hereby accepted and agreed to by the undersigned.

WESCO INTERNATIONAL, INC.

By: _____
Stephen A. Van Oss
Vice President and Chief Financial Officer

Date: _____

**WESCO International, Inc.
WESCO Distribution, Inc.**

AMENDMENT TO STOCK APPRECIATION RIGHTS AGREEMENTS

WHEREAS, WESCO INTERNATIONAL, INC. (the "Company") and William Goodwin (the "Grantee") previously entered into three Stock Appreciation Rights Agreements dated as of September 29, 2004, July 1, 2005 and July 1, 2006 (the "Agreements").

WHEREAS, the Company wishes to amend the Agreements as set forth herein.

NOW, THEREFORE, intending to be legally bound, the Grantee and the Company hereby amend the Agreement effective as of May 21, 2008 as follows:

1. Section 4(b)(iv) of the Agreements dated July 1, 2005 and July 1, 2006 and Section 6(c)(iv) of the Agreement dated September 29, 2004 are hereby amended and restated in its entirety as follows:

"Retirement at Normal Retirement Age" shall mean retirement at the age 65 or later or at such date as mutually agreed upon.

2. Except as expressly amended above, the terms and conditions of the Agreement shall continue in full force and effect.

The foregoing amendment is hereby accepted and agreed to by the undersigned.

WESCO INTERNATIONAL, INC.

By: _____
Stephen A. Van Oss
Vice President and Chief Financial Officer

Date: _____