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

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**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): February 22, 2007

**WESCO INTERNATIONAL, INC.**

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(Exact name of registrant as specified in its charter)

Delaware

001-14989

25-1723345

(State or other jurisdiction  
of incorporation)

(Commission  
File Number)

(IRS Employer  
Identification No.)

225 West Station Square Drive, Suite 700  
Pittsburgh, Pennsylvania

15219

(Address of principal executive offices)

(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))
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Item 1.01. Entry into a Material Definitive Agreement.

On February 22, 2007, WESCO Distribution, Inc. (“WESCO Distribution”), a wholly-owned subsidiary of WESCO International, Inc., entered into an amendment of its existing accounts receivable securitization facility (the “Receivables Facility”), pursuant to the terms and conditions of the Eighth Amendment to Second Amended and Restated Receivables Purchase Agreement, dated as of February 22, 2007 (the “Amendment”), by and among WESCO Receivables Corp., WESCO Distribution, the Purchasers and Purchaser Agents party thereto and Wachovia Capital Markets, LLC (as successor to Wachovia Securities, Inc.), as Administrator. The Amendment increases the purchase commitment under the Receivables Facility from \$400 million to \$500 million, includes Communication Supply Corporation and its subsidiaries as originators under the Receivables Facility and extends the term of the Receivables Facility to May 9, 2010.

The foregoing is a summary of the material terms and conditions of the Amendment and not a complete discussion of the document. Accordingly, the foregoing is qualified in its entirety by reference to the full text of the Amendment attached to this Current Report as Exhibit 10.1, which is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

Exhibit 10.1 Eighth Amendment to Second Amended and Restated Receivables Purchase Agreement, dated as of February 22, 2007, by and among WESCO Receivables Corp., WESCO Distribution, Inc., the Purchasers and Purchaser Agents party thereto and Wachovia Capital Markets, LLC (as successor to Wachovia Securities, Inc.), as Administrator (filed herewith).

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SIGNATURE

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

WESCO INTERNATIONAL, INC.

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

Dated: February 28, 2007

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

This EIGHTH AMENDMENT TO SECOND AMENDED AND RESTATED RECEIVABLES PURCHASE AGREEMENT (this "Amendment"), dated as of February 22, 2007, is entered into among WESCO RECEIVABLES CORP. (the "Seller"), WESCO DISTRIBUTION, INC. (the "Servicer"), the Purchasers (each, a "Purchaser") and Purchaser Agents (each, a "Purchaser Agent") party hereto, and WACHOVIA CAPITAL MARKETS, LLC (as successor to Wachovia Securities, Inc.), as Administrator (the "Administrator").

**RECITALS**

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

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

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

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

2. Amendments to Agreement.

2.1 The definition of "Excluded Receivable" set forth in Exhibit I to the Agreement is hereby amended by (a) deleting the word "or" at the end of clause (ii) therein and substituting a "," therefor, (b) deleting the "." at the end of clause (iii) therein and substituting the word "or" therefor and (c) adding clause (iv) therein that reads as follows:

"(iv) any Receivable originated by Communications Supply Corporation, the Obligor of which is The Stanley Works Co."

2.2 The definition of "Group A Dilution Horizon Ratio" set forth in Exhibit I to the Agreement is hereby amended and restated in its entirety as follows:

"Group A Dilution Horizon Ratio" means, as of any date of determination, a ratio (expressed as a decimal), computed by dividing (i) the aggregate sales generated by the Originators during the month ending on such date, by (ii) the Net Receivables Pool Balance as of such date."

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2.3 The definition of "Purchase Limit" set forth in Exhibit I to the Agreement is hereby amended by deleting the amount "\$400,000,000" therein and substituting the amount "\$500,000,000" therefor.

2.4 The Commitment and Scheduled Commitment Termination Date with respect to PNC Bank, National Association, as a Related Committed Purchaser, as set forth on PNC Bank, National Association's signature page to the Agreement, are hereby amended by respectively (a) deleting the amount "\$77,500,000" therein and substituting the amount "\$108,333,000" therefor and (b) deleting the date "May 9, 2008" therein and substituting the date "May 9, 2010" therefor.

2.5 The Commitment and Scheduled Commitment Termination Date with respect to Fifth Third Bank, as a Related Committed Purchaser, as set forth on Fifth Third Bank's signature page to the Agreement, are hereby amended by respectively, (a) deleting the amount "\$87,500,000" therein and substituting the amount "\$108,334,000" therefor and (b) deleting the date "May 9, 2008" therein and substituting the date "May 9, 2010" therefor.

2.6 The Commitment and Scheduled Commitment Termination Date with respect to General Electric Capital Corporation, as a Related Committed Purchaser, as set forth on General Electric Capital Corporation's signature page to the Agreement, are hereby amended by respectively, (a) deleting the amount "\$85,000,000" therein and substituting the amount "\$108,333,000" therefor and (b) deleting the date "May 9, 2008" therein and substituting the date "May 9, 2010" therefor.

2.7 The Commitment and Scheduled Commitment Termination Date with respect to Wachovia Bank, National Association, as a Related Committed Purchaser, as set forth on Wachovia Bank, National Association's signature page to the Agreement, are hereby amended by respectively (a) deleting the amount "\$150,000,000" therein and substituting the amount "\$175,000,000" therefor and (b) deleting the date "May 9, 2008" therein and replacing it with the date "May 9, 2010" therefor.

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

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

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

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

4. Effect of Amendment. All provisions of the Agreement, as expressly amended and modified by this Amendment, the Intercreditor Agreement and the other Transaction Documents shall remain in full force and effect. After this Amendment becomes effective, all references in

the Agreement (or in any other Transaction Document) to “this Agreement”, “hereof”, “herein” or words of similar effect referring to the Agreement shall be deemed to be references to the Agreement as amended by this Amendment. This Amendment shall not be deemed, either expressly or impliedly, to waive, amend or supplement any provision of the Agreement other than as set forth herein.

5. Effectiveness. This Amendment shall become effective as of the date hereof upon receipt by (a) the Administrator of counterparts of this Amendment (whether by facsimile or otherwise) executed by each of the other parties hereto, in form and substance satisfactory to the Administrator in its sole discretion, (b) the Administrator (or the applicable Purchaser Agent) of (i) evidence of satisfaction of the Rating Agency Condition with respect to such Purchaser Agent’s Purchaser Group and (ii) such other agreements, documents and instruments as the Administrator shall request, and (c) each Committed Purchaser of any applicable fees set forth in its respective fee letter, among such Committed Purchaser, the Seller and the Servicer, dated as of the date hereof.

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

7. Governing Law. This Amendment shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to any otherwise applicable principles of conflicts of law (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

WESCO RECEIVABLES CORP.

By: /s/ Daniel A. Brailer

Name: Daniel A. Brailer

Title: Treasurer

WESCO RIBUTION, INC., as Servicer  
DIST

By: /s/ Daniel A. Brailer

Name: Daniel A. Brailer

Title: Treasurer

Sch. II-1

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WACHOVIA CAPITAL MARKETS, LLC,  
as Administrator

By: /s/ William P. Rutkowski

Name: William P. Rutkowski

Title: Vice President

Sch. II-2

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MARKET STREET FUNDING LLC  
(as successor to Market Street Funding Corporation),  
as a Conduit Purchaser

By: /s/ Doris J. Hearn

Name: Doris J. Hearn

Title: Vice President

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

By: /s/ William P. Falcon

Name: William P. Falcon

Title: Vice President

Sch. II-3

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GENERAL ELECTRIC CAPITAL CORPORATION,  
as a Conduit Purchaser

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

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

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

Sch. II-4

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VARIABLE FUNDING CAPITAL COMPANY LLC,  
as a Conduit Purchaser

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

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

By: /s/ William P. Rutkowski  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Sch. II-5

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FIFTH THIRD BANK, as a Conduit Purchaser

By: /s/ Andrew D. Jones.

Name: Andrew D. Jones

Title: AVP

FIFTH THIRD BANK,  
as Purchaser Agent for Fifth Third Bank

By: /s/ Andrew D. Jones

Name: Andrew D. Jones

Title: AVP

Sch. II-6

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THE RELATED COMMITTED PURCHASERS:

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

By: /s/ William P. Falcon

Name: William P. Falcon

Title: Vice President

Sch. II-7

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

By: /s/ Andrew D. Jones

Name: Andrew D. Jones

Title: AVP

Sch. II-8

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

By: /s/ W. Russ Brightly

Name: W. Russ Brightly

Title: Duly Authorized Signatory

Sch. II-9

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

By: /s/ William P. Rutkowski

Name: William P. Rutkowski

Title: Vice President

[Schedule II has been omitted and will be furnished upon request.]

Sch. II-10