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

FORM 10-Q

[X] QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

or

[ ] TRANSITION REPORT PURSUANT TO SECTION 13 or 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 FOR THE TRANSITION PERIOD FROM ______ TO ______

For the quarterly period ended SEPTEMBER 30, 1998

Commission file number 333-43225

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

DELAWARE	25-1723345
(State or other jurisdiction of incorporation or organization)	(IRS Employer Identification No.)
COMMERCE COURT FOUR STATION SQUARE, SUITE 700 PITTSBURGH, PENNSYLVANIA 15219	(412) 454-2254
(Address of principal executive offices)	(Registrant's telephone number, including area code)

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

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports) and (2) has been subject to such filing requirements for at least the past 90 days. Yes X No .

As of September 30, 1998, WESCO International, Inc. had 517,626 shares and 80,504 shares of Class A and Class B of its common stock outstanding, respectively.

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WESCO INTERNATIONAL, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS

Dollars in thousands, except par values	SEPTEMBER 30 1998	DECEMBER 31 1997
	(unaudited)	
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$25,579	$7,620
Trade accounts receivable, net of allowance for doubtful accounts of $7,798 and $10,814, in 1998 and 1997, respectively	194,483	351,170
Other accounts receivable	19,218	17,261
Inventories	334,449	299,406
Income taxes receivable	15,166	3,405
Prepaid expenses and other current assets	2,439	3,699
Deferred income taxes	41,338	14,277
Total current assets	632,672	696,838
Property, buildings and equipment, net	101,483	95,082
Trademarks, net of accumulated amortization of $732 and $586, in 1998 and 1997, respectively	3,262	3,408
Goodwill, net of accumulated amortization of $7,130 and $4,522, in 1998 and 1997, respectively	189,069	65,923
Other assets	25,871	9,609
Total assets	$952,357	$870,860
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable	$382,646	$311,796
Accrued payroll and benefit costs	17,770	27,694
Current portion of long-term debt	16,884	891
Restructuring reserve	4,424	3,982
Other current liabilities	22,850	16,172
Total current liabilities	444,574	360,535
Long-term debt	578,761	294,275
Other noncurrent liabilities	6,299	5,875
Deferred income taxes	18,734	16,662
Total liabilities	1,048,368	677,347
Redeemable Class A common stock, $.01 par value; 82,840 and 89,306 shares issued and outstanding, in 1998 and 1997, respectively, and options (redemption value of redeemable common stock and vested options of $110,944 and $68,597, in 1998 and 1997, respectively)	24,403	8,978
STOCKHOLDERS' EQUITY:		
Class A common stock, $.01 par value; 2,000,000 authorized, 434,786 and 933,280 shares issued and outstanding, in 1998 and 1997, respectively	6	9
Class B nonvoting convertible common stock, $.01 par value; 2,000,000 shares authorized, 80,504 issued and outstanding in 1998	--	--
Additional capital	324,210	93,319
Retained (deficit) earnings	(443,449)	89,366
Common stock to be issued under option	--	2,500
Accumulated other comprehensive loss	(1,181)	(659)
Total stockholders' equity	(120,414)	184,535
Total liabilities and stockholders' equity	$952,357	$870,860

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

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

In thousands	THREE MONTHS ENDED SEPTEMBER 30 1998	1997	NINE MONTHS ENDED SEPTEMBER 30 1998	1997
Sales, net	$777,701	$679,991	$2,219,456	$1,916,144
Cost of goods sold	639,847	559,078	1,821,616	1,576,193
Gross profit	137,854	120,913	397,840	339,951
Selling, general and administrative expenses	105,697	94,656	310,804	272,493
Depreciation and amortization	3,851	2,814	10,179	8,381
Recapitalization costs	--	--	51,800	--
Income from operations	28,306	23,443	25,057	59,077
Interest expense, net	13,119	5,236	29,599	14,945
Other expenses	3,674	--	6,244	--
Income (loss) before income taxes	11,513	18,207	(10,786)	44,132
Provision (benefit) for income taxes	(14,925)	7,218	(27,618)	17,525
Net income	$26,438	$10,989	$16,832	$26,607

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

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

In thousands	NINE MONTHS ENDED SEPTEMBER 30 1998	1997
OPERATING ACTIVITIES:		
Net income	$16,832	$26,607
Adjustments to reconcile net income to net cash provided by operating activities:		
Recapitalization costs	40,500	--
Depreciation and amortization	10,179	8,381
Amortization of debt issuance costs and interest rate caps	1,276	204
Deferred income taxes	(24,989)	--
Changes in assets and liabilities, excluding the effects of acquisitions:		
Sale of trade accounts receivable	274,245	--
Trade and other receivables	(33,728)	(42,280)
Inventories	1,280	(38,034)
Prepaid and other current assets	1,709	(1,853)
Other assets	(5,883)	(2,633)
Accounts payable	22,878	44,211
Accrued payroll and benefit costs	(10,224)	(6,006)
Restructuring reserve	(2,936)	(230)
Other current and noncurrent liabilities	5,569	5,277
Net cash provided (used) by operating activities	296,708	(6,356)
INVESTING ACTIVITIES:		
Capital expenditures	(9,420)	(8,202)
Proceeds from the sale of property, buildings and equipment	1,189	1,299
Acquisitions, net of cash acquired	(163,960)	(13,914)
Net cash used by investing activities	(172,191)	(20,817)
FINANCING ACTIVITIES:		
Proceeds from issuance of long-term debt	935,311	415,494
Debt issuance costs	(10,570)	(319)
Repayments of long-term debt	(685,067)	(367,023)
Recapitalization costs	(27,674)	--
Repurchase of common stock and options	(654,462)	(325)
Proceeds from issuance of common stock	330,098	--
Proceeds from contributed capital	5,806	--
Net cash (used) provided by financing activities	(106,558)	47,827
Net change in cash and cash equivalents	17,959	20,654
Cash and cash equivalents at the beginning of period	7,620	--
Cash and cash equivalents at the end of period	$25,579	$20,654

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

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

1. ORGANIZATION

WESCO International, Inc. (formerly CDW Holding Corporation) ("Holdings") and its subsidiaries (collectively, "WESCO"), headquartered in Pittsburgh, Pennsylvania, is a full-line distributor of electrical supplies and equipment and currently operates branch locations in the United States, Canada, Mexico, Puerto Rico and Guam.

Subsequent to the completion in June 1998 of a leveraged recapitalization (see Note 3), WESCO was 88.7% owned by an investor group led by affiliates of The Cypress Group L.L.C. ("Cypress") with the remaining interest held by members of WESCO's management.

2. ACCOUNTING POLICIES

BASIS OF PRESENTATION The unaudited condensed consolidated financial statements include the accounts of WESCO and all of its subsidiaries and have been prepared in accordance with Rule 10-01 of the Securities and Exchange Commission. The notes included herein should be read in conjunction with the audited consolidated financial statements included in WESCO's Registration Statement on Form S-4 (File No. 333-43225) filed with the Securities and Exchange Commission.

The unaudited condensed consolidated balance sheet as of September 30, 1998, the unaudited condensed consolidated statements of operations for the three months and nine months ended September 30, 1998 and 1997, and the unaudited condensed consolidated statements of cash flows for the nine months ended September 30, 1998 and 1997, in the opinion of management, have been prepared on the same basis as the audited consolidated financial statements and include all adjustments necessary for the fair presentation of the results of the interim periods. All adjustments reflected in the condensed consolidated financial statements are of a normal recurring nature. Results for the interim periods presented are not necessarily indicative of the results to be expected for the full year.

ASSET SECURITIZATIONS WESCO accounts for the securitization of accounts receivable in accordance with Statement of Financial Accounting Standards No. 125 "Accounting for Transfers and Servicing of Financial Assets and Extinguishments of Liabilities" ("SFAS No. 125"). At the time the receivables are sold, the balances are removed from the balance sheet and the related financial assets controlled are measured at fair value. SFAS No. 125 also requires retained interests in the transferred assets be measured by allocating the previous carrying amount between the assets sold and retained interests, if any, based on their relative fair values at the date of transfer.

RECENT ACCOUNTING PRONOUNCEMENTS In June 1998, The Financial Accounting Standards Board issued Statement of Financial Accounting Standards No. 133, "Accounting for Derivative Instruments and Hedging Activities." This Statement is effective in fiscal years beginning after June 15, 1999, although early adoption is permitted. This Statement requires the recognition of the fair value of any derivative financial instrument on the balance sheet. Changes in fair value of the derivative and, in certain instances, changes in the fair value of an underlying hedged asset or liability, are recognized through either income or as a component of other comprehensive income. Management does not expect this Statement will have a material impact on the results of operation or financial position of WESCO.

3. RECAPITALIZATION

On June 5, 1998, Holdings repurchased and retired substantially all of its common stock from the then existing shareholders for an aggregate consideration of approximately $653.5 million (the "Equity Consideration"), repaid approximately $379.1 million of then outstanding indebtedness, and sold common stock to an investor group led by affiliates of Cypress representing approximately 88.7% of WESCO for an aggregate cash consideration of $318.1 million ("Cash Equity Consideration"). WESCO funded the Equity Consideration and the repayment of indebtedness from proceeds of the Cash Equity Consideration, issuance of approximately $351 million of Senior Subordinated and Senior Discount Notes, a new $170 million credit facility and the sale of approximately $250 million of accounts receivable. The transaction was treated as a recapitalization for financial reporting purposes and, accordingly, the historical bases of Holdings' assets and liabilities were not affected.

In connection with the recapitalization, WESCO recorded a one-time charge of $51.8 million primarily related to noncapitalized financing expenses, professional and legal fees and management compensation costs.

4. ACCOUNTS RECEIVABLE SECURITIZATION

WESCO and certain of its subsidiaries entered into a "Receivables Facility" with a financial institution and a multi-seller asset-backed commercial paper issuer whereby it sells on a continuous basis an undivided interest in all eligible accounts receivable while maintaining a subordinated interest in a portion of the receivables. Pursuant to the Receivables Facility, WESCO formed WESCO Receivables Corp., a wholly-owned, special purpose subsidiary ("SPC"). SPC was formed to purchase, on a revolving basis and not to exceed $300 million, trade accounts receivables generated by certain subsidiaries of WESCO. WESCO may, under certain circumstances, increase the size of the Receivables Facility when the amount of eligible trade accounts receivables exceeds $300 million. The SPC will transfer to a trust all the receivables and the commercial paper issuer will provide financing to the SPC, which in turn will use such financing to pay a portion of the purchase price of the receivables.

As of September 30, 1998, securitized trade accounts receivable totaled approximately $371 million, of which the subordinated retained interest was approximately $94 million. Accordingly, approximately $277 million of accounts receivable balances were removed from the consolidated balance sheet. Net proceeds from the transaction totaled $274 million. Proceeds from securitized receivables were used primarily to complete the recapitalization discussed in Note 3 and for general working capital needs. WESCO incurred costs associated with the Receivables Facility of $6.2 million, which principally includes the discount and loss on the sale of such receivables, partially offset by servicing revenue associated with the transaction. This amount is recorded as "other expenses" in the Statement of Operations.

5. ACQUISITIONS

During the first nine months of 1998, the following acquisitions ("1998 Acquisitions") were completed:

On January 1, 1998, WESCO acquired the electrical distribution businesses of Avon Electrical Supplies, Inc., and its affiliates, a leading distributor in the New York metropolitan area, and Brown Wholesale Electric Company, a leader in the high-growth Phoenix market.

On May 8, 1998, WESCO acquired certain assets and assumed certain liabilities of Reily Electric Supply Inc., a distributor headquartered in New Orleans, Louisiana.

The aggregate purchase price of the Avon, Brown and Reily acquisitions was $110.3 million resulting in goodwill of $34.0 million.

On September 11, 1998, WESCO acquired substantially all the assets and assumed substantially all liabilities and obligations relating to the operations of Bruckner Supply Company, Inc. ("Bruckner"), a privately owned company headquartered in Port Washington, New York. Bruckner is a provider of integrated supply procurement and outsourcing activities for large industrial companies. Net sales totaled approximately $222 million in 1997.

The Bruckner purchase price at closing was $99.1 million, consisting of $72.5 million in cash and a noninterest bearing convertible note discounted to a value of $26.6 million for financial reporting purposes, resulting in goodwill of $88.0 million which is being amortized over 35 years. The purchase price allocation is preliminary and is subject to valuation and other studies that have not been completed.

The Bruckner purchase agreement also provides for certain post-closing adjustments, which would be made in the fourth quarter of 1998, and for additional contingent consideration, not to exceed $130 million, to be paid based on a multiple of increases in earnings before interest, taxes, depreciation and amortization of Bruckner with respect to calendar year 1998 and future years through 2004.

The 1998 Acquisitions were accounted for under the purchase method of accounting and, accordingly, the results of operations of the respective companies are included in WESCO's consolidated financial statements prospectively from the date of acquisition.

In accordance with the requirements of the Securities and Exchange Commission, WESCO has filed pro forma financial information with respect to the Bruckner acquisition.

6. LONG TERM DEBT

The following table sets forth WESCO's outstanding indebtedness.

In thousands	SEPTEMBER 30 1998	DECEMBER 31 1997
Term loans	$169,750	--
Revolving facility	42,298	--
Old revolving facility	--	$226,145
Senior subordinated notes (1)	288,908	--
Senior discount notes (2)	50,631	--
Mortgage notes (3)	--	65,291
Other (4)	44,058	3,730
	595,645	295,166
Less current portion	(16,884)	(891)

Total	$578,761	$294,275

(1) Net of original issue and purchase discount of $11,092
(2) Net of original issue and purchase discount of $36,421
(3) Net of original issue discount of $16,601
(4) Net of original issue discount of $3,379

The term loans and revolving facility borrowings were made pursuant to a credit agreement ("Credit Agreement") entered into by and between WESCO and certain financial institutions.

The Credit Agreement provides for three term loan facilities in an aggregate principal amount of $270 million, consisting of Tranche A, Tranche B and a Delayed Draw Term Loan Facility, and a $100 million revolving credit facility. Tranche A provides for aggregate borrowings of $80 million, Tranche B provides for aggregate borrowings of $90 million and the Delayed Draw Term Loan Facility provides for up to $100 million aggregate principal. The term loan facilities mature in various periods from 2004 through 2006. The revolving credit facility provides for up to $100 million of revolving credit denominated in U.S. dollars or Canadian dollars. The maximum Canadian sublimit is approximately $46 million. The revolving credit facility matures in 2004. At September 30, 1998, the aggregate outstanding term loans and revolving facility borrowings totaled $212.0 million.

Borrowings under the Credit Agreement are collateralized by substantially all the assets of WESCO and bear rates of interest equal to various indices, at WESCO's option, such as LIBOR, prime rate or the Federal Funds rate, plus a borrowing margin based on WESCO's financial performance. At September 30, 1998, the interest rate on Tranche A and Tranche B was LIBOR (or 5.625%) plus 2.25% and LIBOR plus 2.50%, respectively.

The Senior Subordinated Notes in an aggregate principal amount of $300 million were issued by WESCO Distribution, Inc., a wholly-owned subsidiary of Holdings. The notes are unsecured obligations and are fully and unconditionally guaranteed by Holdings. The Senior Subordinated Notes bear interest at 9-1/8%, payable semiannually on June 1 and December 1 beginning December 1, 1998. The notes are due June 1, 2008. The Senior Subordinated Notes are redeemable at the option of WESCO, in whole or in part, at any time after June 1, 2003 at certain specified prices. Prior to June 1, 2003, the notes may be redeemed in certain specified instances at certain specified prices.

The Senior Discount Notes, issued by Holdings, have an aggregate principal amount of $87 million. The notes were issued with an original issue discount ("OID") of $36.5 million that is being accreted over the period ending June 1, 2003. Beginning June 1, 2003, interest accrues at 11-1/8% payable semiannually on June 1 and December 1. Approximately $30.9 million of the notes must be redeemed on June 1, 2003. The remaining notes are due June 1, 2008 and are redeemable at the option of Holdings, in whole or in part, at any time after June 1, 2003 at certain specified prices. Prior to June 1, 2003, the notes may be redeemed in certain specified instances at certain specified prices.

Other borrowings primarily consist of notes issued to sellers in connection with acquisitions.

At September 30, 1998, the weighted-average rate of interest on all indebtedness was approximately 8.64%. Aggregate principal repayment requirements for all indebtedness for 1998 and the next five years is as follows:

In thousands	
For the year ending December 31	
1998	$1,298
1999	19,620
2000	38,980
2001	13,071
2002	16,530
2003	51,412

The credit agreements contain various restrictive covenants that, among other things, impose limitations on (i) dividend payments or certain other restricted payments or investments; (ii) the incurrence of additional indebtedness and guarantees or issuance of additional stock; (iii) creation of liens; (iv) mergers, consolidation or sales of substantially all of WESCO's assets (v) certain transactions among affiliates; (vi) payments by certain subsidiaries to Holdings; (vii) capital expenditures. In addition, the agreements require WESCO to meet certain leverage, working capital and interest coverage ratios.

7. STOCK OPTION PLAN

In the third quarter of 1998, the Board of Directors approved the 1998 Stock Option Plan (the "Plan"). Participation in the Plan is limited to executive and senior officers and certain other key employees of WESCO. The Plan covers a maximum of 62,000 shares of Class A common stock. The exercise price per share is determined by the Board of Directors, but will not be less than the estimated fair market value, as defined by the Plan, on the grant date. Options granted will vest and will become exercisable based on the passage of time or based on WESCO achieving certain financial performance criteria over five years, except in the event of a change in control. Each option terminates on the tenth anniversary of its grant date unless terminated sooner under certain conditions.

The Plan requires Holdings to repurchase the exercisable portion of the options held by an employee if the employee dies, is disabled or terminated without cause during the term of employment. This repurchase right terminates upon consummation of an initial public equity offering of Holdings' Class A common stock. Since the triggering event requiring the repurchase is considered remote, Holdings accounts for the Plan as a fixed Plan and accordingly no compensation expense has been recorded.

8. INCOME TAXES

For the first nine months of 1998, income tax benefits totaled $27.6 million and for the same period of 1997, income tax expense totaled $17.5 million, respectively. For the three months ended September 30, 1998 income tax benefits totaled $14.9 million and for the three months ended September 30, 1997, income tax expense totaled $7.9 million.

The effective tax rate for the first three months and nine months of 1998 was 129.5% and 256.2%, respectively. In the same periods of 1997, the effective tax rates were 39.6% and 39.7%, respectively. The effective tax rates for each interim period reflect management's estimate of the expected rate for the full year. The higher effective rate in 1998 was attributable to the proportion of certain nondeductible recapitalization costs and other nondeductible permanent differences relative to expected levels of operating income.

9. COMPREHENSIVE INCOME

Comprehensive income and its components was as follows:

In thousands	1998	1997
For the three months ended September 30		
Net income	$26,438	$10,989
Foreign currency translation adjustment	(245)	(20)
Comprehensive income	$26,193	$10,969
For the nine months ended September 30		
Net income	$16,832	$26,607
Foreign currency translation adjustment	(522)	(85)
Comprehensive income	$16,310	$26,522

10. CASH FLOW STATEMENT

Supplemental cash flow information with respect to acquisitions was as follows:

In thousands Nine Months Ended September 30	1998	1997
Details of acquisitions		
Fair value of assets acquired	$265,766	$21,498
Fair value of liabilities assumed	(55,564)	(5,334)
Notes issued to seller	(46,242)	(2,250)
Cash paid for acquisitions	$163,960	$13,914

Noncash transactions not reflected in the Statement of Cash Flows for the nine months ended September 30, 1998, consisted of the effects of the sale of an equity interest in an operating division and the conversion of $1.6 million of notes payable to common stock.

11. OTHER FINANCIAL INFORMATION

In June 1998, WESCO Distribution, Inc. issued $300 million of 9-1/8% Senior Subordinated Notes. The Senior Subordinated Notes are fully and unconditionally guaranteed by Holdings on a subordinated basis to all existing and future senior indebtedness of Holdings. Summarized financial information for WESCO Distribution, Inc. is as follows:

BALANCE SHEET DATA

In thousands	SEPTEMBER 30 1998
Current assets	$632,672
Noncurrent assets	319,685
Current liabilities	444,574
Long-term debt	528,130
Other noncurrent liabilities	25,033
Total liabilities and stockholder's equity	952,357

STATEMENT OF OPERATIONS DATA

In thousands	THREE MONTHS ENDED SEPTEMBER 30 1998	NINE MONTHS ENDED SEPTEMBER 30 1998
Sales, net	$777,701	$2,219,456
Gross profit	137,854	397,840
Income from operations	28,306	25,057
Net income	27,874	18,751

Prior to the June 5, 1998 issuance of the Senior Discount Notes, the financial information of WESCO Distribution, Inc. was identical to that of Holdings presented herein.

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

The following discussion should be read in conjunction with the information in the unaudited consolidated financial statements and notes thereto included herein and WESCO International, Inc.'s audited Consolidated Financial Statements, notes thereto and Management's Discussion and Analysis of Financial Condition and Results of Operations included in its Registration Statement on Form S-4 (File No. 333-43225) filed with the Securities and Exchange Commission. Financial information presented herein for interim periods is unaudited.

OVERVIEW

WESCO International, Inc. ("Holdings") and its subsidiaries (collectively, "WESCO") believes it is the second largest electrical wholesale distributor in North America, with over 325 branches located in 48 states and nine Canadian provinces. WESCO sells over 210,000 products, sourced from over 6,000 suppliers, to more than 130,000 customers. WESCO complements its product offerings with a range of services and procurement solutions.

RECENT DEVELOPMENTS

During the past nine months, WESCO completed several strategic initiatives that affected the reported results of operations and financial position of WESCO, including:

RECAPITALIZATION On June 5, 1998, Holdings repurchased substantially all of its common stock from the then existing shareholders for an aggregate consideration of approximately $653.5 million (the "Equity Consideration"), repaid approximately $379.1 million of then outstanding indebtedness and sold common stock to an investor group led by affiliates of The Cypress Group L.L.C. ("Cypress") representing approximately 88.7% of WESCO for an aggregate cash consideration of $318.1 million ("Cash Equity Consideration"). WESCO funded the Equity Consideration and the repayment of indebtedness from proceeds of the Cash Equity Consideration, issuance of approximately $351 million of Senior Subordinated and Senior Discount Notes, a new $170 million credit facility and the sale of approximately $250 million of accounts receivable.

ACQUISITIONS During the first nine months of 1998, WESCO completed four acquisitions for an aggregate purchase price of $209.4 million. Acquisitions completed in the first nine months of 1998 were:

On January 1, 1998, WESCO acquired the electrical distribution businesses of Avon Electrical Supplies, Inc., and its affiliates, a leading distributor in the New York metropolitan area, and Brown Wholesale Electric Company, a leader in the high-growth Phoenix market.

On May 8, 1998, WESCO acquired certain assets and assumed certain liabilities of Reily Electric Supply Inc., a distributor headquartered in New Orleans, Louisiana.

On September 11, 1998, WESCO acquired or assumed substantially all assets and liabilities relating to the operations of Bruckner Supply Company, Inc. ("Bruckner"), a provider of integrated supply procurement services for large industrial companies. Bruckner's annual revenues approximated $222 million and $145 million in 1997 and 1996, respectively. The purchase price paid at closing was $99.1 million, consisting of $72.5 million in cash and a convertible note payable discounted to a value of $26.6 million. The purchase agreement also provides for certain post-closing adjustments, which would be made in the fourth quarter of 1998, and for additional contingent consideration, not to exceed a maximum of $130 million, to be paid based on a multiple of increases in Bruckner's annual earnings before interest, taxes, depreciation and amortization with respect to calendar year 1998 and future years through 2004.

The acquisitions were accounted for under the purchase method of accounting and, therefore, the results of operations of the respective companies are included in WESCO's consolidated financial statements prospectively from the date of acquisition.

RESULTS OF OPERATIONS

THREE MONTHS ENDED SEPTEMBER 30, 1998 COMPARED WITH THREE MONTHS ENDED SEPTEMBER 30, 1997

The following table sets forth certain summarized information with respect to WESCO's results of operations for the periods indicated:

SUMMARY RESULTS OF OPERATIONS

Dollars in millions Three Months Ended September 30	1998	1997
Sales, net	$777.7	$680.0
Gross profit	137.9	120.9
Gross profit margin	17.7%	17.8%
Operating income	$28.3	$23.4
Net income	26.4	11.0

EBITDA (1)	32.2	26.3

(1) Earnings before interest, taxes, depreciation, amortization, recapitalization costs and net losses on accounts receivable securitization

For the 1998 third quarter, net income totaled $26.4 million compared with $11.0 million in the year-earlier period. The results for the current period included income tax benefits of $14.9 million. EBITDA increased 22.4% to $32.2 million for the third quarter of 1998 compared to $26.3 million in the same period of 1997. EBITDA is an alternative measure of operating performance considered by certain investors and differs from measures determined in accordance with generally accepted accounting principles. Since EBITDA is not calculated identically by all companies, the presentation set forth herein may not be comparable to other companies.

SALES AND PROFIT MARGINS

Dollars in millions Three Months Ended September 30	1998	1997	CHANGE
Sales, net	$777.7	$680.0	14.4%
Cost of sales	639.8	559.1	14.4
Gross profit	$137.9	$120.9	14.1
Gross profit margin	17.7%	17.8%	

NET SALES For the third quarter of 1998, net sales increased 14.4%, or $97.7 million, to $777.7 million compared with $680.0 million in the same period of 1997. The increase was due to sales attributable to companies acquired in the first nine months of 1998.

GROSS PROFIT Gross profit for the third quarter of 1998 totaled $137.9 million compared with $120.9 million in the year-earlier period. The increase of $17.0 million, or 14.1%, was primarily due to higher sales volume from both acquisitions and existing operations. Gross profit as a percentage of net sales declined slightly to 17.7% in the third quarter 1998 from 17.8% in the same period of 1997. The slight decline in the gross profit margin was primarily due to lower margins inherent with the Bruckner division sales and the integrated supply business.

OPERATING EXPENSES

Dollars in millions Three Months Ended September 30	1998	1997	CHANGE
SG&A	$105.7	$94.7	11.6%
Depreciation and amortization	3.9	2.8	39.3
Total operating expenses	$109.6	$97.5	12.4

Operating expenses for the third quarter of 1998 increased $12.1 million and SG&A expenses increased $11.0 million. The increases were primarily due to expenses associated with the companies acquired in 1998. As a percent of net sales, SG&A expenses declined to 13.6% compared with 13.9% a year ago, reflecting cost containment initiatives. Depreciation and amortization increased due to amortization of goodwill on recent acquisitions.

INTEREST AND OTHER EXPENSES Interest expense totaled $13.1 million, an increase of $7.9 million in the period-to-period comparison. The increase was primarily due to the higher levels of borrowings associated with acquisitions and the recapitalization. As a result of the June 1998 recapitalization, management expects interest expense in subsequent periods to be higher compared to the same periods in 1997.

Other expense totaled $3.7 million in the third quarter of 1998 reflecting losses associated with the sale of accounts receivable.

INCOME TAXES For the third quarter of 1998, WESCO recorded income tax benefits of $14.9 million compared with income tax expense of $7.2 million in the year-earlier period. The effective tax rate increased to 129.5% compared with 39.6% in the year-earlier period. The higher effective rate in 1998 was attributable to the proportion of certain nondeductible recapitalization costs and other nondeductible permanent differences relative to expected levels of operating income.

NINE MONTHS ENDED SEPTEMBER 30, 1998 COMPARED WITH NINE MONTHS ENDED SEPTEMBER 30, 1997

The following table sets forth certain summarized information with respect to WESCO's results of operations for the periods indicated:

SUMMARY RESULTS OF OPERATIONS

Dollars in millions Nine Months Ended September 30	1998	1997
Sales, net	$2,219.5	$1,916.1
Gross profit	397.8	340.0
Gross profit margin	17.9%	17.7%

Recapitalization costs	$51.8	--
Operating income	25.1	$59.1
Net income	16.8	26.6
EBITDA (1)	87.0	67.5

(1) Earnings before interest, taxes, depreciation, amortization, recapitalization costs and net losses on accounts receivable securitization

WESCO's net income totaled $16.8 million for the first nine months of 1998 and $26.6 million in the year-earlier period. The comparability of results was affected by a one-time, pre-tax charge of $51.8 million related to costs associated with the recapitalization and $6.2 million of net losses on the sale of accounts receivable. Partially offsetting these charges were income tax benefits of $27.6 million.

Excluding the recapitalization charge and losses on the accounts receivable securitization, EBITDA increased 28.9% to $87.0 million for the first nine months of 1998 compared to $67.5 million in the same period of 1997.

SALES AND PROFIT MARGINS

Dollars in millions Nine Months Ended September 30	1998	1997	CHANGE
Sales, net	$2,219.5	$1,916.1	15.8%
Cost of sales	1,821.7	1,576.1	15.6
Gross profit	$397.8	$340.0	17.0
Gross profit margin	17.9%	17.7%	

NET SALES For the first nine months of 1998, net sales increased 15.8%, or $303.4 million, to $2.2 billion. The increase was primarily due to $213.1 million of net sales contributed by companies acquired in the first nine months of 1998 as well as sales from existing operations.

GROSS PROFIT Gross profit for the first nine months of 1998 totaled $397.8 million compared with $340.0 million in the year-earlier period. The increase of $57.8 million, or 17.0%, was primarily due to higher sales volume from both acquisitions and existing operations. Gross profit as a percentage of net sales increased in the comparison to 17.9% from 17.7%. The increase in gross profit margin was primarily due to the increase in higher margin stock sales, higher margin sales associated with acquired companies and other initiatives to improve gross margins.

OPERATING EXPENSES

Dollars in millions Nine Months Ended September 30	1998	1997	CHANGE
Selling, general and administrative (SG&A)	$310.7	$272.5	14.0%
Depreciation and amortization	10.2	8.4	21.4
Recapitalization costs	51.8	--	--
Total operating expenses	$372.7	$280.9	32.7

Operating expenses for the first nine months of 1998 increased $91.8 million primarily due to $51.8 million in one-time costs associated with the June 1998 recapitalization and operating expenses of purchased businesses. Excluding the one-time recapitalization costs, operating expenses increased $40.0 million, or 14.2%. This increase was primarily attributable to businesses acquired in 1998 and the remainder was due to increased operating costs associated with revenue growth.

Selling, general and administrative ("SG&A") expenses for the first nine months of 1998 totaled $310.7 million compared with $272.5 million a year ago. The increase was primarily due to expenses associated with companies acquired in 1998. As a percent of net sales, SG&A expenses declined to 14.0% compared with 14.2% a year ago, reflecting cost containment initiatives. Depreciation and amortization increased $1.8 million primarily due to amortization of goodwill recorded in connection with the 1998 Acquisitions.

In connection with the recapitalization completed in June 1998, WESCO recorded a one-time charge of $51.8 million primarily related to various financing expenses, professional and legal fees and management compensation costs.

INTEREST AND OTHER EXPENSES Interest expense totaled $29.6 million, an increase of $14.7 million in the period-to-period comparison. The increase was primarily due to the higher levels of borrowings associated with acquisitions and the recapitalization. As a result of the June 1998 recapitalization, management expects interest expense in subsequent periods to be higher compared to the same periods in 1997.

Other expenses totaled $6.2 million in the first nine months of 1998, reflecting net losses on the securitization of $277 million of accounts receivable.

INCOME TAXES For the first nine months of 1998, WESCO recorded income tax benefits of $27.6 million compared with tax expense of $17.5 million in the year-earlier period. The effective tax rate increased to 256.2% compared with 39.7% in the year-earlier period. The effective tax rate for each interim period reflects management's estimate of the expected rate for the full year. The higher effective rate in 1998 was attributable to the proportion of certain nondeductible recapitalization costs and other nondeductible permanent differences relative to expected levels of operating income.

FINANCIAL CONDITION

LIQUIDITY AND CAPITAL RESOURCES Total assets were $952 million at September 30, 1998 and $871 million at December 31, 1997. Cash and cash equivalents increased $18 million to $26 million at September 30, 1998, and adjusted working capital (defined as trade accounts receivable plus inventories less accounts payable) was $146 million and $339 million at September 30, 1998 and December 31, 1997, respectively. In addition, stockholders' equity was a deficit of $120 million at September 30, 1998 compared with total stockholders' equity of $185 million at December 31, 1997. The changes in these categories, as well as long-term debt discussed below, reflect the effects of the cash equity contribution, repurchase of stock, debt refinancing, and sale of accounts receivable completed in connection with the recapitalization.

As a result of the recapitalization completed in June 1998, WESCO has increased its debt as set forth below.

In thousands	SEPTEMBER 30 1998	DECEMBER 31 1997
Term loans	$169,750	--
Revolving facility	42,298	--
Old revolving facility	--	$226,145
Senior subordinated notes (1)	288,908	--
Senior discount notes (2)	50,631	--
Mortgage notes (3)	--	65,291
Other (4)	44,058	3,730
	595,645	295,166
Less current portion	(16,884)	(891)
Total	$578,761	$294,275

(1) Net of original issue and purchase discount of $11,092
(2) Net of original issue and purchase discount of $36,421
(3) Net of original issue discount of $16,601
(4) Net of original issue discount of $3,379

The Term Loans and Revolving Facility borrowings were made pursuant to a credit agreement ("Credit Agreement") entered into by and between WESCO, certain of its subsidiaries and certain financial institutions. The Credit Agreement provides for three term loan facilities consisting of Tranche A, Tranche B and a Delayed Draw Term Loan Facility, and a $100 million revolving credit facility. Tranche A provides for aggregate borrowings of $80 million, Tranche B provides for aggregate borrowings of $90 million and the Delayed Draw Term Loan Facility provides for up to $100 million aggregate principal. Borrowings under the Credit Agreement bear rates of interest equal to various indices, at WESCO's option, such as LIBOR, prime rate or the Federal Funds rate, plus a borrowing margin based on WESCO's financial performance. At September 30, 1998, the interest rate on Tranche A and Tranche B was LIBOR (or 5.625%) plus 2.25% and LIBOR plus 2.50%, respectively.

Term Loan principal repayments are $250 thousand in the fourth quarter of 1998, and $4.5 million, $8.5 million, $12.5 million, $16.5 million and $20.5 million in each of the next five years beginning in 1999.

The Revolving Facility, which matures in 2004, provides for up to $100 million of revolving credit denominated in U.S. dollars or Canadian dollars. The maximum Canadian sublimit is approximately $46 million. At September 30, 1998, approximately $42.3 million was outstanding under the Revolving Facility.

The Senior Subordinated Notes were issued with an original issue discount ("OID") of $975 thousand that is being accreted over the life of the notes. The Senior Subordinated Notes bear interest at 9-1/8%, payable semiannually on June 1 and December 1 beginning in 1998. The notes are due June 1, 2008 and are redeemable at the option of WESCO, in whole or in part, at any time after June 1, 2003 at certain specified prices. Prior to June 1, 2003, the notes may be redeemed in certain specified instances at certain specified prices.

The Senior Discount Notes, issued by Holdings, have an aggregate principal amount of $87 million. The notes were issued with an OID of $36.5 million that is being accreted over the period ending June 1, 2003. Beginning June 1, 2003, interest accrues at 11-1/8% payable semiannually on June 1 and December 1. Approximately $30.9 million of the notes must be redeemed on June 1, 2003. The remaining notes are due June 1, 2008 and are redeemable at the option of WESCO, in whole or in part, at any time after June 1, 2003 at certain specified prices. Prior to June 1, 2003, the notes may be redeemed in certain specified instances at certain specified prices.

At September 30, 1998, the weighted-average rate of interest on all indebtedness was 8.64%.

An analysis of cash flows for the first nine months of 1998 and 1997 follows:

OPERATING ACTIVITIES For the first nine months of 1998, cash provided by operating activities totaled $296.7 million compared to cash used by operating activities of $6.4 million for the year-earlier period. Cash provided by operations in the first nine months of 1998 included proceeds of $274.2 million from the sale of accounts receivable. Excluding these transactions, operating activities provided $22.5 million. On this basis, the period-to-period variance in operating cash flow was primarily due to higher operating income before recapitalization costs and changes in working capital.

INVESTING ACTIVITIES Net cash used in investing activities was $172.2 million for the first nine months of 1998, compared to $20.8 million for the same period in 1997, primarily reflecting an increase in investments in businesses acquired in the current period.

FINANCING ACTIVITIES Cash used for financing activities totaled $106.6 million for the first nine months of 1998 compared to $47.8 million provided by financing activities in the same period a year ago, primarily reflecting the recapitalization completed in June 1998 and borrowings for acquisitions and other general business purposes.

WESCO's liquidity needs arise from seasonal working capital requirements, capital expenditures, debt service obligations and acquisitions. In addition, in connection with its acquisition of Bruckner, WESCO agreed to pay additional contingent consideration, not to exceed an aggregate of $130 million, based on a multiple of increases in Bruckner's EBITDA with respect to calendar year 1998 and future annual periods through 2004.

In addition to operations and the Credit Agreement, liquidity is provided by WESCO's "Receivables Facility", an agreement between WESCO, a financial institution and a multi-seller asset-backed commercial paper issuer. Pursuant to the Receivables Facility, WESCO formed a wholly-owned, special purpose subsidiary ("SPC") to purchase, on a revolving basis and not to exceed $300 million, trade accounts receivables generated by certain subsidiaries of WESCO. WESCO may, under certain circumstances, increase the size of the Receivables Facility when the amount of eligible trade accounts receivables exceeds $300 million. The SPC's purchase of the receivables is financed by the commercial paper issuer.

Management believes that cash generated from operations, together with amounts available under the Credit Agreement and the receivables securitization facility, will be sufficient to meet WESCO's working capital, capital expenditure and other cash needs, including financing for acquisitions, in the foreseeable future. There can be no assurance, however, that this will be the case. Management may consider other options available to them in connection with future liquidity needs, including the issuance of additional debt and equity securities.

MARKET RISK

Approximately 90% of WESCO's net sales are generated from operations in the United States and 9% from Canada. The remainder is conducted in Mexico, Puerto Rico and Guam. To the extent operations are conducted in currencies other than the U.S. dollar, WESCO is subject to certain risks associated with foreign currency valuation fluctuations. WESCO does not believe such valuation risk is material to its results of operation or financial position.

YEAR 2000

The Year 2000 issue concerns the ability or inability of automated applications to properly process date-dependent processes, calculations, and information by misinterpreting the year. With respect to WESCO, the Year 2000 issue may potentially impact business-critical computerized applications related to, among others, customer sales, service and invoicing, purchasing, inventory management, payroll, financing, and financial accounting and reporting. In addition, other non business-critical systems and services may also be affected.

WESCO has developed and implemented an internal project team composed of information systems, operations, finance and executive personnel to (i) assess the readiness of WESCO's systems, vendors and suppliers, third-party service providers, customers and financial institutions; (ii) develop remediation action plans for systems that may not be Year 2000 compliant; and (iii) develop contingency plans in the event systems and services are not compliant.

WESCO has completed the readiness assessment phase of the project which consisted of a detailed assessment and testing of substantially all internal computer systems, surveys of significant vendors and suppliers, service providers and customers. WESCO has received, or is seeking, documentation from external parties indicating their Year 2000 readiness.

Over the past three years, WESCO has invested approximately $5 million in new information systems to support the growth and diversity of its business. In addition to meeting this objective, Year 2000 compliance was also achieved in certain systems. Non-Year 2000 compliant systems and processes critical to WESCO's business are either being replaced or corrected through program changes, application upgrades or replacement. WESCO expects to have substantially completed required the remediation efforts by July 1999.

The project team is also developing or enhancing contingency plans to minimize the potential adverse effect the Year 2000 issue could have on WESCO in the event business-critical systems and processes fail to be compliant.

Costs specifically associated with modifying systems for Year 2000 compliance are expensed as incurred. Through September 30, 1998, such costs totaled approximately $1.0 million. Costs to be incurred in the remainder of 1998 and 1999 to address Year 2000 problems are estimated to be $2.2 million. Such costs do not include normal system upgrades and replacements.

WESCO's expectations of the Year 2000 issue are subject to numerous risks and uncertainties including, among others, its ability to identify timely all affected business-critical systems, and the readiness of service providers, vendors and suppliers, its financial institutions, and significant customers. If WESCO is unsuccessful in identifying or correcting business-critical systems and processes affected by the Year 2000 issue, or if service providers, vendors and suppliers, its financial institutions, and significant customers are adversely affected by the Year 2000 issue, WESCO's results of operations or financial condition could be materially impacted.

FORWARD-LOOKING STATEMENTS

From time to time in this report and in other written reports and oral statements, references are made to expectations regarding future performance of WESCO. When used in this context, the words "anticipates," "plans," "believes," "estimates," "intends," "expects," "projects" and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain such words. Such statements including, but not limited to, WESCO's statements regarding its business strategy, growth strategy, growth trends in the industry and various markets, acquisitions, international expansion, productivity and profitability enhancement, new product and service introductions, the Year 2000 issue, liquidity and capital resources are based on management's beliefs, as well as on assumptions made by, and information currently available to, management, and involve various risks and uncertainties, certain of which are beyond WESCO's control. WESCO's actual results could differ materially from those expressed in any forward-looking statement made by or on behalf of WESCO. These and other risks are set forth in WESCO's Registration Statement on Form S-4 (File No. 333-43225). In light of these risks and uncertainties there can be no assurance that the forward-looking information will in fact prove to be accurate. Factors that might cause actual results to differ from such forward-looking statements include, but are not limited to, general domestic and global economic conditions, competition, and customer demands. WESCO has undertaken no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

PART II OTHER INFORMATION
Item 6 Exhibits and Reports on Form 8-K

EXHIBITS The following exhibits are filed herewith.

10.01	WESCO International, Inc. 1998 Stock Option Plan
10.02	Form of Management Stock Option Agreement
27	Financial Data Schedule

Copies of this Exhibit may be retrieved electronically at the Securities and Exchange Commission's home page at www.sec.gov. Exhibits will also be furnished without charge by writing to Steven A. Burleson, Vice President, Chief Financial Officer and Treasurer, Commerce Court, Four Station Square, Suite 700, Pittsburgh, Pennsylvania 15219. Requests may also be directed to (412) 454-2500.

REPORTS ON FORM 8-K

On September 24, 1998, WESCO filed a Current Report on Form 8-K, dated September 11, 1998, pursuant to Item 2 to report it acquired substantially all of the assets and assumed substantially all the liabilities and obligations relating to the operations of Bruckner Supply Company, Inc.

On November 13, 1998, WESCO filed a Form 8-K/A amending the Form 8-K dated September 11, 1998 to provide financial statement and pro forma financial information with respect to the Bruckner acquisition.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on November 13, 1998, on its behalf by the undersigned thereunto duly authorized.

WESCO International, Inc. and Subsidiaries

By: /s/ Steven A. Burleson

Steven A. Burleson
Vice President, Chief Financial
Officer and Treasurer

EXHIBIT INDEX

EXHIBIT NUMBER	DESCRIPTION
10.01	WESCO International, Inc. 1998 Stock Option Plan
10.02	Form of Management Stock Option Agreement
27	Financial Data Schedule

Exhibit 10.01

WESCO INTERNATIONAL, INC.

1998 STOCK OPTION PLAN

SECTION 1. PURPOSE

The purpose of this WESCO International, Inc. 1998 Stock Option Plan is to foster and promote the long-term financial success of International and the Company and to increase materially stockholder value by (a) motivating superior performance by participants in the Plan, (b) providing participants in the Plan with an ownership interest in International and (c) enabling the Company to attract and retain the services of an outstanding management team upon whose judgment, interest and special effort the successful conduct of its operations is largely dependent.

SECTION 2. DEFINITIONS

2.1. Definitions. Whenever used herein, the following terms shall have the respective meanings set forth below:

(a) "Alternative Option" has the meaning given in Section 8.2.

(b) "Board" means the Board of Directors of International.

(c) "Cypress Fund" means Cypress Merchant Banking Partners LP., and any successor investment vehicle.

(d) "Cause" means (i) the willful failure by the Participant to perform substantially 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 Participant by the Board, which notice identifies the manner in which the Participant has not substantially performed his employment-related duties, (ii) the Participant's engaging in serious misconduct that is injurious to International, the Company or any Subsidiary, (iii) the Participant's having been convicted of, or entered a plea of guilty or nolo contendere to, a crime that constitutes a felony, (iv) the breach by the Participant of any written covenant or agreement with International, the Company or any Subsidiary not to disclose any information pertaining to International, the Company or any Subsidiary or not to compete or interfere with International, the Company or any Subsidiary or (v) the breach by the Participant of his obligation pursuant to Section 8 of his Management Stock Subscription Agreement.

(e) "Change in Control" means the first to occur of the following events after the Effective Date:

(i) the acquisition by any person, entity or "group" (as defined in Section 13(d) of the Securities Exchange Act of 1934, as amended), other than International, the Company, the Subsidiaries, any employee benefit plan of International, the Company or the Subsidiaries, or the Cypress Fund, of 50% or more of the combined voting power of International's or the Company's then outstanding voting securities;

(ii) the merger or consolidation of International or the Company, as a result of which persons who were stockholders of International or the Company, as the case may be, immediately prior to such merger or consolidation, do not, immediately thereafter, own, directly or indirectly, more than 50% of the combined voting power entitled to vote generally in the election of directors of the merged or consolidated company;

(iii) the liquidation or dissolution of International or the Company; and

(iv) the sale, transfer or other disposition of all or substantially all of the assets of International or the Company to one or more persons or entities that are not, immediately prior to such sale, transfer or other disposition, affiliates of International or the Company.

(f) "Change in Control Price" means the price per share of Common Stock offered in conjunction with any transaction resulting in a Change in Control (as determined in good faith by the Board if any part of the offered price is payable other than in cash).

(g) "Committee" means the Compensation Committee of the Board (or such other committee of the Board which shall have jurisdiction over the compensation of officers). If at any time no Committee shall be in office, the Board shall perform the functions of the Committee.

(h) "Common Stock" means the Class A Common Stock, par value $.01 per share, of International.

(i) "Company" means WESCO Distribution, Inc., a Delaware corporation formerly named CDW Acquisition Corporation, and any successor thereto.

(j) "Effective Date" means August 6, 1998.

(k) "Employee" means any executive or senior officer or other executive or key employee of International, the Company or any Subsidiary.

(l) "Fair Market Value" means, as of any date, the fair market value on such date per share of Common Stock as determined in good faith by the Board. In making a determination of Fair Market Value, the Board; shall give due consideration for such factors as it deems appropriate, including, without limitation, the earnings and certain other financial and operating information of the Company in recent periods, the potential value of the Company as a whole, the future prospects of the Company and the industries in which it competes, the history and management of the Company, the general condition of the securities markets the fair market value of securities of companies engaged in businesses similar to those of the Company and a valuation of the Shares which shall be performed as promptly as practicable following each fiscal year by an independent valuation firm chosen by the Board. The determination of Fair Market Value will not give effect to any restrictions on transfer of the shares of Common Stock or the fact that such shares of Common Stock would represent a minority interest in International.

(m) "Grant Date" means, with respect to any Option, the date on which such Option is granted pursuant to the Plan.

(n) "International" means WESCO International, Inc., a Delaware corporation, and any successor thereto.

(o) "Involuntary Termination" means a termination by the New Employer for any reason.

(p) "New Employer" means the Participant's employer, or the parent or a subsidiary of such employer, immediately following a Change in Control.

(q) "Option" means the right granted pursuant to the Plan to purchase one share of Common Stock at a price determined in accordance with Section 6.2. All Options granted under the Plan shall not be incentive stock options within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended.

(r) "Option Agreement" means an agreement between International and the Participant embodying the terms of any Options granted hereunder, which agreement shall, unless the Committee otherwise determines, be substantially in the form attached hereto as Exhibit A.

(s) "Participant" means any Employee designated by the Committee to participate in the Plan.

(t) "Permanent Disability" means a physical or mental disability or infirmity that prevents the performance of a Participant's employment-related duties lasting (or likely to last, based on competent medical evidence presented to the Board) for a period of six months or longer. The Board's reasoned and good faith judgment of Permanent Disability shall be final and shall be based on such competent medical evidence as shall be presented to it by such Participant or by any physician or group of physicians or other competent medical expert employed by the Participant or the Company to advise the Board.

(u) "Plan" means this WESCO International, Inc. 1998 Stock Option Plan, as it may be amended from time to time.

(v) "Public Offering" means the first day as of which sales of Common Stock are made to the public in the United States pursuant to an underwritten public offering of the Common Stock.

(w) "Retirement" means a Participants retirement at or after age 65.

(x) "Extraordinary Termination" has the meaning given in Section 7.1.

(y) "Subsidiary" means any corporation a majority of whose outstanding voting securities is owned, directly or indirectly, by the Company or International.

2.2. Gender and Number. Except when otherwise indicated by the context, words in the masculine gender used in the Plan shall include the feminine gender, the singular shall include the plural, and the plural shall include the singular.

SECTION 3. ELIGIBILITY AND PARTICIPATION

Participants in the Plan shall be those Employees selected by the Committee to participate in the Plan. The selection of an Employee as a Participant shall neither entitle such Employee to nor disqualify such Employee from participation in any other award or incentive plan.

SECTION 4. POWERS OF THE COMMITTEE

4.1. Power to Grant. The Committee shall determine the Participants to whom Options shall be granted and the terms and conditions of any and all Options granted to Participants, provided, however, that nothing in the Plan shall limit the right of members of the Committee who are Employees to receive awards hereunder.

4.2. Administration. The Committee shall be responsible for the administration of the Plan. Any authority exercised by the Committee under the Plan shall be exercised by the Committee in its sole discretion. Subject to the terms of the Plan, the Committee, by majority action thereof, is authorized to prescribe, amend and rescind rules and regulations relating to the administration of the Plan, to provide for conditions and assurances deemed necessary or advisable to protect the interests of International and the Company, to make all determinations with respect to the vesting and exercisability of Options granted to Participants, and to make all other determinations necessary or advisable for the administration and interpretation of the Plan in order to carry out its provisions and purposes. Determinations, interpretations or other actions made or taken by the Committee pursuant to the provisions of the Plan shall be final, binding and conclusive for all purposes and upon all persons.

SECTION 5. OPTIONS SUBJECT TO PLAN

5.1. Number. Subject to the provisions of Sections 5.2 and 5.3, the maximum number of Options (and the maximum number of shares of Common Stock subject to Options) granted under the Plan may not exceed 62,500. The shares of Common Stock to be delivered upon the exercise of Options granted under the Plan may consist, in whole or in part, of treasury Common Stock or authorized but unissued Common Stock, not reserved for any other purpose.

5.2. Cancelled, Terminated or Forfeited Options. Any Option which for any reason is cancelled, terminated or otherwise forfeited, in whole or in part, without having been exercised, shall again be available for grant under the Plan.

5.3. Adjustment in Capitalization. The number and class of Options (and the number of shares of Common Stock available for issuance upon exercise of such Options) granted under the Plan, and the number, class and exercise price of any outstanding Options (and the number of shares of Common Stock subject to outstanding Options), may be adjusted by the Board, in its sole discretion, if it shall deem such an adjustment to be necessary or appropriate to reflect any Common Stock dividend, stock split or share combination or any recapitalization, merger, consolidation, exchange of shares, liquidation or dissolution of International.

SECTION 6. TERMS OF OPTIONS

6.1. Grant of Options. Options may be granted to Participants at such time or times as shall be determined by the Committee. Each Option granted to a Participant shall be evidenced by an Option Agreement that shall specify the exercise price at which a share of Common Stock may be purchased pursuant to such Option, the duration of such Option and such other terms consistent with the Plan as the Committee shall determine, including customary representations, warranties and covenants with respect to securities law matters. Unless otherwise determined by the Committee at the Grant Date, such Option Agreement shall also state that the holder thereof is entitled to the benefits of and bound by the obligations set forth in the Amended and Restated Registration and Participation Agreement, as the same may be amended from time to time, among International and certain stockholders of International, to the extent set forth therein. Such Option Agreement shall, unless the Committee otherwise determines, be substantially in the form attached hereto as Exhibit A

6.2. Exercise Price. The exercise price per share of Common Stock to be purchased upon exercise of an Option shall be determined by the Committee but shall not be less than the Fair Market Value on the Grant Date.

6.3. Exercise of Options. Options shall become vested and exercisable pursuant to such terms as the Committee shall determine and as shall be reflected in the applicable Option Agreement or an amendment thereto, provided, however, that 100% of such Options shall become exercisable to the extent provided in Section 8.1 and that the Committee may accelerate the exercisability of any Option, all Options or any class of Options, at any time and from time to time. On or before the date upon which any Employee will exercise any Option, International and such Employee shall enter into a Management Stock Subscription

Agreement substantially in the form attached hereto as Exhibit B. Notwithstanding any other provision of the Plan, each Option shall terminate and shall not be exercisable on or after the tenth anniversary of the Grant Date of such option.

6.4. Payment. The Committee shall establish procedures governing the exercise of Options, which procedures shall generally require that written notice of the exercise thereof be given and that the exercise price thereof be paid in full in cash or cash equivalents, including by personal check, at the time of exercise. If so determined by the Committee in its sole discretion at or after the Grant Date, the exercise price of any Options exercised after there has been a Public Offering may be paid in full or in part in the form of shares of Common Stock already owned and held for at least six months by the Participant, based on the Fair Market Value of such Common Stock on the date of exercise. As soon as practicable after receipt of a written exercise notice and payment in full of the exercise price of any exercisable Options, International shall deliver to the Participant a certificate or certificates representing the shares of Common Stock acquired upon the exercise thereof.

SECTION 7. TERMINATION OF EMPLOYMENT

7.1. Extraordinary Termination. Unless otherwise provided in the Option Agreement or otherwise determined by the Committee at the Grant Date, in the event that a Participant's employment with International, the Company and the Subsidiaries terminates by reason of the Participant's death, Permanent Disability or Retirement (each an "Extraordinary Termination") then any Options held by the Participant and then exercisable shall remain exercisable solely until the first to occur of (i) the first anniversary of the Participant's termination of employment or (ii) the expiration of the term of the Option. Any Options held by the Participant that are not exercisable at the date of the Extraordinary Termination shall terminate and be cancelled immediately upon such Extraordinary Termination, and any Options described in the preceding sentence that are not exercised within the period described in such sentence shall terminate and be cancelled upon the expiration of such period.

7.2. Other Termination of Employment. Unless otherwise provided in the Option Agreement or otherwise determined by the Committee at or after the Grant Date, in the event that a Participant's employment with International, the Company and the Subsidiaries terminates for any reason other than an Extraordinary Termination, any Options held by such Participant that are exercisable as of the date of such termination shall remain exercisable for a period of 60 days (or, if shorter, during the remaining term of the Options). Any Options held by the Participant that are not exercisable at the date of the Participant's termination of employment shall terminate and be cancelled immediately upon such termination, and any Options described in the preceding sentence that are not exercised within the period described in such sentence shall terminate and be cancelled upon the expiration of such period.

7.3. Certain Rights upon Termination of Employment Prior to Public Offering. Unless otherwise determined by the Committee at the Grant Date, the Committee shall provide in each Option Agreement governing Options granted hereunder that the Participant may require International to repurchase his then exercisable Options upon the termination of the Participant's employment (i) due to death or Permanent Disability prior to a Public Offering or (ii) by International, the Company or any Subsidiary other than for Cause prior to a Public Offering, in each case for a purchase price per Option equal to the excess, if any, of (x) the Fair Market Value on the date of termination over (y) the exercise price per share of Common Stock pursuant to such Options, and upon such additional terms and conditions as are set forth in Section 4 of the Option Agreement attached hereto as Exhibit A. The foregoing right of a Participant to require International to repurchase any exercisable Options shall be subject to the Company having the ability to do so under the terms of its financing arrangements and under Delaware law.

SECTION 8. CHANGE IN CONTROL

8.1. Accelerated Vesting and Payment. Unless the Committee shall otherwise determine in the manner set forth in Section 8.2, in the event of a Change in Control, each Option shall be cancelled in exchange for a payment in cash of an amount equal to the excess, if any, of the Change in Control Price over the exercise price for such Option.

8.2. Alternative Options. Notwithstanding Section 8.1, no cancellation, acceleration of exercisability, vesting or cash settlement or other payment shall occur with respect to any Option if the Committee reasonably determines in good faith, prior to the occurrence of a Change in Control, that such Option shall be honored or assumed, or new rights substituted therefor (such honored, assumed or substituted Option being hereinafter referred to as an "Alternative Option") by the New Employer, provided that any such Alternative Option must:

(a) provide the Participant that held such Option with rights and entitlements substantially equivalent to or better than the rights, terms and conditions applicable under such Option, including, but not limited to, an identical or better exercise and vesting schedule, identical or better timing and methods of payment and, if the Alternative Options or the securities underlying them are not publicly traded, identical or better rights to require International or the New Employer to repurchase the Alternative Options;

(b) have substantially equivalent economic value to such Option (determined at the time of the Change in Control); and

(c) have terms and conditions which provide that in the event that such Participant suffers an Involuntary Termination within two years following a Change in Control:

(i) any conditions on such Participant's rights under, or any restrictions on transfer or exercisability applicable to, each such Alternative Option shall be waived or shall lapse, as the case may be; or

(ii) such Participant shall have the right to surrender such Alternative Option within 30 days following such termination in exchange for a payment in cash equal to the excess of the Fair Market Value of the equity security subject to the Alternative Option over the price, if any, that such Participant would be required to pay to exercise such Alternative Option.

SECTION 9. AMENDMENT, MODIFICATION AND TERMINATION OF THE PLAN

The Board at any time may terminate or suspend the Plan, and from time to time may amend or modify the Plan. No amendment, modification, termination or suspension of the Plan shall in any manner adversely affect any Option theretofore granted under the Plan, without the consent of the Participant holding such Option. Shareholder approval of any such amendment, modification, termination or suspension shall be obtained to the extent mandated by applicable law, or if otherwise deemed appropriate by the Committee.

SECTION 10. MISCELLANEOUS PROVISIONS

10.1. Nontransferability of Awards. No Options granted under the Plan may be sold, transferred, pledged, assigned, encumbered or otherwise alienated or hypothecated, other than by will or by the law of descent and distribution and provided that the deceased Participant's beneficiary or the representative of his estate acknowledges and agrees in writing, in a form reasonably acceptable to International, to be bound by the provisions of the Plan and the Option Agreement covering such Options as if such beneficiary or estate were the Participant. All rights with respect to Options granted to a Participant under the Plan shall be exercisable during his lifetime by such Participant only. Following a Participant's death, all rights with respect to Options that were exercisable at the time of such Participant's death and have not terminated shall be exercised by his designated beneficiary or by his estate. Notwithstanding the foregoing, the Committee may grant Options that are transferable, without payment of consideration, to immediate family members of the Participant or to trusts or partnerships for such family members or such other parties as the Committee may approve (as evidenced by the applicable Option Agreement or an amendment thereto), and the Committee may also amend outstanding Options to provide for such transferability.

10.2. Beneficiary Designation. Each Participant under the Plan may from time to time name any beneficiary or beneficiaries (who may be named contingently or successively) by whom any right under the Plan is to be exercised in case of his death. Each designation will revoke all prior designations by the same Participant, shall be in a form reasonably prescribed by the Committee, and will be effective only when filed by the Participant in writing with the Committee during his lifetime.

10.3. No Guarantee of Employment or Participation. Nothing in the Plan or in any Option Agreement shall interfere with or limit in any way the right of International, the Company or any Subsidiary to terminate any Participant's employment at any time, or confer upon any Participant any right to continue in the employ of International, the Company or any Subsidiary. No Employee shall have a right to be selected as a Participant or, having been so selected, to receive any Options.

10.4. Tax Withholding. The Company or the Subsidiary employing a Participant shall have the power to withhold, or to require such Participant to remit to the Company or such Subsidiary, subject to such other arrangements as the Committee may set forth in the Option Agreement to which such Participant is a party, an amount sufficient to satisfy all federal, state, local and foreign withholding tax requirements in respect of any Option granted under the Plan.

10.5. Indemnification. Each person who is or shall have been a member of the Committee, the Board or any other committee of the Board shall be indemnified and held harmless by the Company and International to the fullest extent permitted by law from and against any and all losses, costs, liabilities and expenses (including any related attorneys' fees and advances thereof) in connection with, based upon or arising or resulting from any claim, action, suit or proceeding to which he may be made a party or in which he may be involved by reason of any action taken or failure to act under or in connection with the Plan and from and against any and all amounts paid by him in settlement thereof, with the Company's approval, or paid by him in satisfaction of any judgment in any such action, suit or proceeding against him, provided that he shall give the Company an opportunity, at its own expense, to defend the same before he undertakes to defend it on his own behalf. The foregoing right of indemnification shall not be exclusive and shall be independent of any other rights of indemnification to which such persons may be entitled under International's or the Company's Certificate of Incorporation or By-laws, by contract, as a matter of law, or otherwise.

10.6. No Limitation on Compensation. Nothing in the Plan shall be construed to limit the right of International, the Company or any Subsidiary to establish other plans or to pay compensation to its employees, in cash or property, in a manner that is not expressly authorized under the Plan.

10.7. Requirements of Law. The granting of Options and the issuance of shares of Common Stock pursuant to such Options shall be subject to all applicable laws, rules and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required. No Options shall be granted under the Plan, and no shares of Common Stock shall be issued upon exercise of any Options granted under the Plan, if such grant or exercise would result in a violation of applicable law, including the federal securities laws and any applicable state securities laws.

10.8. Freedom of Action. Subject to Section 9, nothing in the Plan or any Option Agreement shall be construed as limiting or preventing International, the Company or any Subsidiary from taking any action that it deems appropriate or in its best interest.

10.9. Term of Plan. The Plan shall be effective as of the Effective Date. The Plan shall continue in effect, unless sooner terminated pursuant to Section 9, until the tenth anniversary of the Effective Date. The provisions of the Plan, however, shall continue thereafter to govern all outstanding Options theretofore granted.

10.10. Rights as Stockholders. A Participant or a transferee of an Option shall have no rights as a stockholder with respect to the shares of Common Stock covered by an Option until that Participant or transferee shall have become the holder of record of any such shares, and no adjustment shall be made with respect to any such shares of Common Stock for dividends in cash or other property or distributions of other rights on the Common Stock for which the record date is prior to the date on which that Participant or transferee shall have become the holder of record of any shares covered by such Option; provided, however, that Participants are entitled to share adjustments to reflect capital changes under Section 5.3.

10.11. Governing Law. The Plan, and all agreements hereunder, shall be construed in accordance with and governed by the laws of the State of New York, except to the extent that the corporate law of the State of Delaware specifically and mandatorily applies.

Exhibit 10.2

MANAGEMENT STOCK OPTION AGREEMENT

MANAGEMENT STOCK OPTION AGREEMENT, dated as of August 6, 1998, between WESCO International, Inc., a Delaware corporation ("International"), and the Grantee whose name appears on the signature page hereof (the "Grantee").

W I T N E S S E T H :

WHEREAS, the Board of Directors of International (the "Board") has adopted and approved the WESCO International, Inc. 1998 Stock Option Plan (the "Plan") and designated the Compensation Committee of the Board (the "Committee") to administer the Plan; and

WHEREAS, the Committee has determined to grant under the Plan to the Grantee, an employee of WESCO Distribution, Inc. (the "Company"), a non-qualified stock option to purchase an aggregate of ___________ shares (the "Shares") of International's Class A Common Stock, par value $.01 per share (the "Common Stock") at an exercise price of $621.08 per Share;

NOW, THEREFORE, to evidence the stock option so granted, and to set forth its terms and conditions under the Plan, International and the Grantee, intending to be legally bound, hereby agree as follows:

1. Confirmation of Grant; Option Price. International hereby grants to the Grantee, effective as of the date hereof, an option (the "Option") to purchase the Shares at an option price of $621.08 per share (the "Option Price"). The Option shall consist of two parts, a part relating to ________ of the Shares which is subject to time-based vesting (the "Time-Based Option") and a part relating to _________ of the Shares which is subject to performance-based vesting (the Performance-Based Option"). The Option is not intended to be an incentive stock option under the U.S. Internal Revenue Code of 1986, as amended. This Agreement is subordinate to, and the terms and conditions of the Option granted hereunder are subject to, the terms and conditions of the Plan.

2. Exercisability. Except as otherwise provided in this Agreement, the Time-Based Options shall become available for exercise as follows:

VESTING DATE	PERCENTAGE OF TIME-BASED OPTIONS EXERCISABLE
June 5, 1999	25%
June 5, 2000	25%
June 5, 2001	25%
June 5, 2002	25%

Except as otherwise provided in this Agreement, if the Grantee remains in the employment of the Company until the earlier of (a) January 1, 2008 and the Grantee's sixty-fifth (65th) birthday, the Performance-Based Options shall become fully vested and exercisable as of such date; provided, however, that the vesting and exercisability of the Performance-Based Options shall be accelerated, and the Performance-Based Options shall become available for exercise, upon achievement by International of the following annual financial performance targets:

FISCAL YEAR	EBITDA	EBITDA PERCENTAGE	VESTING DATE	PERCENTAGE OF PERFORMANCE-BASED OPTIONS EXERCISABLE
1998	$122.6M	4.0%	June 5, 1999	25%
1999	$149.6M	4.3%	June 5, 2000	25%
2000	$176.7M	4.6%	June 5, 2001	25%
2001	$206.9M	4.8%	June 5, 2002	25%
2002	$240.2M	5.0%	June 5, 2003	Catch-up year

The accelerated vesting date for Performance-Based Options will be June 5 in the year following achievement of the specified financial targets. Both the EBITDA dollar target and the EDITDA Percentage target for a particular fiscal year must be attained for the Performance-Based Options allocated to that year to become available for exercise on an accelerated basis. If International attains 100% of the EBITDA and EBITDA Percentage target for a fiscal year, then all Performance-Based Options allocated to such year (as reflected in the above table), as well as any Performance-Based Options allocated to prior years which had not previously vested, shall become vested and exercisable on an accelerated basis. No specific number of Performance-Based Options is allocated to fiscal year 2002; if the EBITDA and EBITDA Percentage targets are met for fiscal year 2002, any Performance-Based Options allocated to prior years which had not previously vested shall become vested and exercisable on an accelerated basis. Performance of International during years after 2002 shall have no effect on the vesting of Performance-Based Options. Once a Performance-Based Option vests, it will not "unvest" due to future performance below targeted EBITDA.

For purposes of this Agreement, "EBITDA" shall mean earnings before interest, taxes, depreciation and amortization. For purposes of this Agreement, "EBITDA Percentage" shall mean EBITDA for a fiscal year as a percentage of International's net sales for that year. All determinations of EBITDA and EBITDA Percentage shall be made by the Committee based upon International's audited, consolidated financial statements and on a basis consistent with International's historic accounting practices, provided, however, that the effects (as determined by the Committee in its sole discretion) of any extraordinary items and one-time events shall be excluded.

Notwithstanding the foregoing, the Committee may accelerate the exercisability of any Option, all Options or any class of Options, at any time and from time to time. Shares eligible for purchase may thereafter be purchased, subject to the provisions hereof, and pursuant to and subject to the provisions contained in the Management Stock Subscription Agreement (as defined in Section 5) related to such Shares, at any time and from time to time on or after such anniversary until the date one day prior to the date on which the Option terminates.

3. Termination of Option.

(a) Normal Termination Date. Unless an earlier termination date is specified in Section 3(b), the Option shall terminate at 5:00 P.M. Eastern Standard Time on June 5, 2008 (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 Option 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 Option that has become exercisable on or before the date of the Grantee's termination of Active Employment shall, subject to the provisions of Section 4(c), 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 Options 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 Option, and (ii) if the Grantee's Active Employment is terminated for any reason other than an Extraordinary Termination, then any then exercisable Options held by such Grantee shall remain exercisable solely until the first to occur of (A) the expiration of sixty days after the Grantee's termination of employment or (B) the expiration of the term of the Option. Nothing in this Agreement shall be deemed to confer on the Grantee any right to continue in the employ of International or any of its direct or indirect subsidiaries, or to interfere with or limit in any way the right of International or any of its direct or indirect subsidiaries to terminate such employment at any time.

4. Restrictions on Exercise; Non-Transferability of Option; Repurchase of Option.

(a) Restrictions on Exercise. The Option 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 Option 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 purchase of the Shares upon the exercise of the Option shall be exempt from registration under applicable U.S. federal and state securities laws, and applicable non-U.S. securities laws, or the Shares shall have been registered under such laws, (iii) unless all applicable U.S. federal, state and local and non-U.S. tax withholding requirements shall have been satisfied and (iv) if such exercise would result in a violation of the terms or provisions of or a default or an event of default under any Financing

Agreements (as such term is defined in Section 9). 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 and to obtain the consent of the parties to the Financing Agreements referred to in clause (iv) of the preceding sentence so as to permit the Option to be exercised.

(b) Non-Transferability of Option. Except as contemplated by Section 4(c) or as the Committee may otherwise determine in its sole discretion, the Option may be exercised only be the Grantee or by his estate. Except as contemplated by Section 4(c), the Option 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 International, to be bound by the provisions of this Agreement and the Plan as if such beneficiary or the estate were the Grantee.

(c) Repurchase of Option on Termination of Employment.

(i) Termination of Employment. If the Grantee's Active Employment is terminated (x) without Cause, or (y) by reason of the Grantee's death or Permanent Disability, on notice from the Grantee (or his estate) in writing and delivered to the Company within 30 days following the termination of employment, the Company shall purchase all (but not less than all) of the portion of the Option that is exercisable on the effective date of termination of Active Employment (the "Covered Option").)

(ii) Purchase Price, etc. All purchases pursuant to this Section 4(c) by the Company shall be for a purchase price and in the manner prescribed by Sections 4(e), (f) and (g).

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

(i) "Active Employment" shall mean active employment with International or any direct or indirect subsidiary of International.

(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 Board, which notice identifies the manner in which the Board 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 International 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, (D) the breach by the

Grantee of any written covenant or agreement with International or any of its affiliates not to disclose any information pertaining to International or any of its affiliates or not to compete or interfere with International or any of its affiliates or (E) the breach by the Grantee of his obligation pursuant to Section 8 of his Management Stock Subscription Agreement.

(iii) "Retirement at Normal Retirement Age" shall mean retirement at age 65 or later.

(iv) "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 International to advise the Board.

(d) Public Offering. In the event that an underwritten public offering in the United States of the Common Stock led by one or more underwriters at least one of which is an underwriter of nationally recognized standing (a "Public Offering") has been consummated, the Grantee shall have no rights to sell the Covered Option pursuant to this Section 4.

(e) Purchase Price. Subject to Section 9(c), the purchase price to be paid to the Grantee (or his estate) for the Covered Option (the "Purchase Price") shall be equal to the difference between (A) the fair market value (the "Fair Market Value") of the Shares which may be purchased upon exercise of the Covered Option as of the effective date of the termination of employment that gives rise to the right or obligation to repurchase and (B) the aggregate exercise price of the Covered Option. Whenever determination of the Fair Market Value of the Shares is required by this Agreement, such Fair Market Value shall be such amount as is determined in good faith by the Board. In making a determination of Fair Market Value, the Board shall give due consideration to such factors as it deems appropriate, including, without limitation, the earnings and certain other financial and operating information of the Company in recent periods, the potential value of the Company as a whole, the future prospects of the Company and the industries in which it competes, the history and management of the Company, the general condition of the securities markets, the fair market value of securities of companies engaged in businesses similar to those of the Company and a valuation of the Shares, which shall be performed as promptly as practicable following each fiscal year by an independent valuation firm chosen by the Board. The determination of Fair Market Value will not give effect to any restrictions on transfer of the Shares or the fact that such Shares would represent a minority interest in the Company. The Fair Market Value as determined in good faith by the Board in the absence of fraud shall be binding and conclusive upon all parties hereto. If the Company subdivides (by any stock split, stock dividend or otherwise) the Common Stock into a greater number of shares, or combines (by reverse stock split or otherwise) the Common Stock into a smaller number of shares after the Board shall have determined the Purchase Price for the Shares (without taking into consideration such subdivision or combination) and prior to the consummation of the purchase, the Purchase Price shall be appropriately adjusted to reflect such subdivision or combination, and the Board's determination as to any such adjustment in good faith shall be binding and conclusive on all parties hereto.

(f) Payment. Subject to Section 9, the completion of a purchase pursuant to this Section 4 shall take place at the principal office of the Company on the tenth business day following the Company's receipt of notice by the Grantee of the election to sell the Covered Option pursuant to Section 4(c). The Purchase Price shall be paid by delivery to the Grantee of a certified or bank check for the Purchase Price payable to the order of the Grantee, against delivery of such instruments as the Company may reasonably request signed by the Grantee, free and clear of all security interests, liens, claims, encumbrances, charges, options, restrictions on transfer, proxies and voting and other agreements of whatever nature.

(g) Application of the Purchase Price to Certain Loans. The Grantee agrees that the Company shall be entitled to apply any amounts to be paid by the Company to repurchase the Covered Option pursuant to this Section 4 to discharge any indebtedness of the Grantee to the Company or any of its direct or indirect subsidiaries, or indebtedness that is guaranteed by the Company or any of its direct or indirect subsidiaries, including, but not limited to, any indebtedness of the grantee incurred to purchase any shares of Common Stock.

(h) Withholding. Whenever Shares are to be issued pursuant to the Option, International may require the recipient of the Shares to remit to International an amount sufficient to satisfy any applicable U.S. federal, state and local and non-U.S. tax withholding requirements. In the event any cash is paid to the Grantee pursuant to this Section 4, International shall have the right to withhold from such payment an amount sufficient to satisfy any applicable 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 National Market ("NASDAQ") operated by the National Association of Securities Dealers, Inc., International may, if requested by the Grantee, withhold shares to satisfy applicable 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").

5. Manner of Exercise. To the extent that the Option shall have become and remains exercisable as provided in Section 2 and subject to such reasonable administrative regulations as the Board or the Committee may have adopted, the Option may be exercised, in whole or in part, by notice to the Secretary of International in writing given 15 business days prior to the date on which the Grantee will so exercise the Option (the "Exercise Date"), specifying the number of Shares with respect to which the Option is being exercised (the "Exercise Shares") and the 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 NASDAQ, notice may be given five business days before the Exercise Date. On or before the Exercise Date, International and the Grantee shall enter into a Management Stock

Subscription Agreement (the "Management Stock Subscription Agreement") substantially in the form attached hereto as Annex 1, or in such other form as may be agreed upon by International and the Grantee, such Management Stock Subscription Agreement to contain (unless a Public Offering shall have occurred prior to the Exercise Date) provisions corresponding to Section 4(c) hereof. In accordance with the Management Stock Subscription Agreement, (a) on or before the Exercise Date, the Grantee shall deliver to International full payment for the Exercise Shares in United States dollars in cash, or cash equivalent satisfactory to International, and in an amount equal to the product of the number of Exercise Shares and $621.08 (the "Exercise Price") and (b) on the Exercise Date, International shall deliver to the Grantee a certificate or certificates representing the Exercise Shares, registered in the name of the Grantee. 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 NASDAQ, the Grantee, in lieu of cash, may tender shares of Common Stock having a market price on the Exercise Date equal to the Exercise Price or may deliver a combination of cash and shares of Common Stock having a market price equal to the difference between the Exercise Price and the amount of such cash as payment of the Exercise Price, subject to such rules and regulations as may be adopted by the Board or the Committee to provide for the compliance of such payment procedure with applicable law, including Section 16(b) of the Exchange Act. International may require the Grantee to furnish or execute such other documents as International 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.

6. Grantee's Representations, Warranties and Covenants.

(a) Investment Intention. The Grantee represents and warrants that the Option has been, and any Exercise Shares will be, acquired by him solely for his own account for investment and not with a view to or for sale in connection with any distribution thereof. The Grantee agrees that he will not, directly or indirectly, offer, transfer, sell, pledge, hypothecate or otherwise dispose of all or any portion of the Option or any of the Exercise Shares (or solicit any offers to buy, purchase or otherwise acquire or take a pledge of all or any portion of the Option or any of the Exercise Shares), except in compliance with the Securities Act and the rules and regulations of the Securities and Exchange Commission (the "Commission") thereunder, and in compliance with applicable state securities or "blue sky" laws. The Grantee further understands, acknowledges and agrees that none of the Shares may be transferred, sold, pledged, hypothecated or otherwise disposed of unless the provisions of the related Management Stock Subscription Agreement shall have been complied with or have expired.

(b) Legend. The Grantee acknowledges that any certificate representing the Exercise Shares shall bear an appropriate legend, which will include, without limitation, the following language:

"THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE PROVISIONS OF A MANAGEMENT STOCK SUBSCRIPTION AGREEMENT, DATED AS OF AUGUST 6, 1998, AND NEITHER THIS CERTIFICATE NOR THE

SHARES REPRESENTED BY IT ARE ASSIGNABLE OR OTHERWISE TRANSFERABLE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH MANAGEMENT STOCK SUBSCRIPTION AGREEMENT, A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE COMPANY. THE SHARES REPRESENTED BY THIS CERTIFICATE ARE ENTITLED TO THE BENEFITS OF AND ARE BOUND BY THE OBLIGATIONS SET FORTH IN AN AMENDED AND RESTATED REGISTRATION AND PARTICIPATION AGREEMENT AMONG THE COMPANY AND CERTAIN STOCKHOLDERS OF THE COMPANY, A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE COMPANY."

"THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR QUALIFIED UNDER ANY STATE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF UNLESS (i) (A) SUCH DISPOSITION IS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, (B) THE HOLDER HEREOF SHALL HAVE DELIVERED TO THE COMPANY AN OPINION OF COUNSEL, WHICH OPINION AND COUNSEL SHALL BE REASONABLY SATISFACTORY TO THE COMPANY, TO THE EFFECT THAT SUCH DISPOSITION IS EXEMPT FROM THE PROVISIONS OF SECTION 5 OF SUCH ACT OR (C) A NO-ACTION LETTER FROM THE SECURITIES AND EXCHANGE COMMISSION, REASONABLY SATISFACTORY TO COUNSEL FOR THE COMPANY, SHALL HAVE BEEN OBTAINED WITH RESPECT TO SUCH DISPOSITION AND (ii) SUCH DISPOSITION IS PURSUANT TO REGISTRATION UNDER ANY APPLICABLE STATE SECURITIES LAWS OR AN EXEMPTION THEREFROM."

(c) Securities Law Matters. The Grantee acknowledges receipt of advice from International that (i) the Exercise Shares have not been registered under the Securities Act or qualified under any state securities or "blue sky" laws, (ii) it is not anticipated that there will be any public market for the Exercise Shares, (iii) the Exercise Shares must be held indefinitely and the Grantee must continue to bear the economic risk of the investment in the Exercise Shares unless the Exercise Shares are subsequently registered under the Securities Act and such state laws or an exemption from registration is available, (iv) Rule 144 under the Securities Act ("Rule 144") is not presently available with respect to the sales of any securities of International and International has made no covenant to make Rule 144 available, (v) when and if the Exercise Shares may be disposed of without registration in reliance upon Rule 144, such disposition can be made only in limited amounts in accordance with the terms and conditions of such Rule, (vi) International does not plan to file reports with the Commission or make public information concerning International available unless required to do so by law or by the terms of any Financing Agreements (as hereinafter defined), (vii) if the exception afforded by Rule 144 is not available, sales of the Exercise Shares may be difficult to effect because of the absence of public information concerning International, (viii) a restrictive legend in the form heretofore set forth shall be placed on the certificates representing the Exercise Shares and (ix) a notation shall be made in the appropriate records of International indicating that the Exercise Shares are subject to restrictions on transfer set forth in this Agreement and, if International should in the future engage the services of a stock transfer agent, appropriate stop-transfer restrictions will be issued to such transfer agent with respect to the Exercise Shares.

(d) Compliance with Rule 144. If any of the Exercise Shares are to be disposed of in accordance with Rule 144 under the Securities Act, the Grantee shall transmit to International an executed copy of Form 144 (if required by Rule 144) no later than the time such form is required to be transmitted to the Commission for filing and such other documentation as International may reasonably require to assure compliance with Rule 144 in connection with such disposition.

(e) Ability to Bear Risk. The Grantee covenants that he will not exercise all or any portion of the Option unless (i) the financial situation of the Grantee is such that he can afford to bear the economic risk of holding the Exercise Shares for an indefinite period and (ii) he can afford to suffer the complete loss of his investment in the Exercise Shares.

(f) Registration; Restrictions on Sale upon Public Offering. In respect of any Shares purchased upon exercise of all or any portion of the Option, the Grantee shall be entitled to the rights and subject to the obligations created under the Amended and Restated Registration and Participation Agreement, as the same may be amended, modified or supplemented from time to time (the "Registration Agreement"), among International and certain stockholders of International, to the extent set forth therein. Such Shares shall be entitled to the benefits of the Registration Agreement applicable to Registrable Securities (as defined therein). The Grantee agrees that, in the event that International files a registration statement under the Securities Act with respect to an underwritten public offering of any shares of its capital stock, the Grantee will not effect any public sale or distribution of any shares of the Common Stock (other than as part of such underwritten public offering) during the 20 days prior to and the 180 days after the effective date of such registration statement.

7. Representations and Warranties of International. The Company represents and warrants to the Grantee that (a) International 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 International and constitutes a valid and legally binding obligation of International enforceable against International in accordance with its terms, and (c) the Shares, when issued, delivered and paid for, upon exercise of the Option in accordance with the terms hereof and the Management Stock Subscription Agreement, 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, the Management Stock Subscription Agreement or otherwise in connection with the transactions contemplated hereby.

8. Change in Control

(a) Accelerated Vesting and Payment. Unless the Committee shall otherwise determine in the manner set forth in Section 8(b), in the event of a Change in Control, the Option shall be cancelled in exchange for a payment in cash of an amount equal to the excess, if any, of the Change in Control Price over the exercise price for the Option.

(b) Alternative Options. Notwithstanding Section 8(a), no cancellation, acceleration of exercisability, vesting or cash settlement or other payment shall occur with respect to the Option if the Committee reasonably determines in good faith, prior to the occurrence of a Change in Control, that the Option shall be honored or assumed, or new rights substituted therefor (such honored, assumed, or substituted Option being hereinafter referred to as an "Alternative Option") by the New Employer, provided that any such Alternative Option must:

(i) provide the Grantee with rights and entitlements substantially equivalent to or better than the rights, terms and conditions applicable under the Option, including, but not limited to, an identical or better exercise and vesting schedule, identical or better timing and methods of payment and, if the Alternative Options or the securities underlying them are not publicly traded, identical or better rights to require International or the New Employer to repurchase the Alternative Options;

(ii) have substantially equivalent economic value to the Option (determined at the time of the Change in Control); and

(iii) have terms and conditions which provide that in the event that the Grantee suffers an Involuntary Termination within two years following a Change in Control:

(A) any conditions on the Grantee's rights under, or any restrictions on transfer or exercisability applicable to, each such Alternative Option shall be waived or shall lapse, as the case may be; or

(B) the Grantee shall have the right to surrender such Alternative Option within 30 days following such termination in exchange for a payment in cash equal to the excess of the Fair Market Value of the equity security subject to the Alternative Option over the price, if any, that the Grantee would be required to pay to exercise such Alternative Option.

(c) Certain Definitions.

(i) "Change in Control" means the first to occur of the following events after June 5, 1998:

(A) the acquisition by any person, entity or "group" (as defined in Section 13(d) of the Securities Exchange Act of 1934, as amended), other than International, the Company, the Subsidiaries, any employee benefit plan of International, the Company or the Subsidiaries, or the Cypress Fund, of 50% or more of the combined voting power of International's or the Company's then outstanding voting securities;

(B) the merger of consolidation of International or the Company as a result of which persons who were stockholders of International or the Company, as the case may be, immediately prior to such merger or consolidation, do not, immediately thereafter, own, directly or indirectly, more than 50% 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 International or the Company; and

(D) the sale, transfer or other disposition of all or substantially all of the assets of International or the Company to one or more persons or entities that are not, immediately prior to such sale, transfer or other disposition, affiliates of International or the Company.

(ii) "Change in Control Price" means the price per share of Common Stock offered in conjunction with any transaction resulting in a Change in Control (as determined in good faith by the Board of Directors if any part of the offered price is payable other than in cash).

(iii) "Involuntary Termination" means a termination by the New Employer for any reason.

(iv) "New Employer" means the Grantee's employer, or the parent or a subsidiary of such employer, immediately following a Change in Control.

(v) "Subsidiary" means any corporation a majority of whose outstanding voting securities is owned, directly or indirectly, by the Company or International.

9. Certain Restrictions on Repurchases.

(a) Financing Agreements, etc. Notwithstanding any other provision of this Agreement, the Company shall not be permitted or obligated to repurchase the Option from the Grantee if (i) such repurchase would result in a violation of the terms or provisions of, or result in a default or an event of default under, (A) the Credit Facility (the "Credit Facility") among International, the Company, WESCO Distribution - Canada, the lenders party thereto, The Chase Manhattan Bank, as U.S. administrative agent, syndication agent and Canadian collateral agent and Lehman Commercial Paper Inc., as documentation agent and (B) any indenture to be entered into with respect to debt securities issued by International as the same may be amended, modified or supplemented from time to time (an "Indenture") or (C) any other financing or security agreement or document entered into in connection with the operations of the Company or its subsidiaries from time to time, as each may be amended, modified or supplemented from time to time (the Credit Facility, any Indenture and such other agreements and documents, are hereinafter referred to as the "Financing Agreements"), or (ii) such repurchase would violate any of the terms or provisions of the Certificate of Incorporation of the Company, or (iii) the Company has no funds legally available therefor under the General Corporation Law of the State of Delaware.

(b) Delay of Repurchase. In the event that a repurchase by the Company otherwise permitted or required under Section 4(c) is prevented solely by the terms of Section 9(a), (i) such repurchase will be postponed and will take place without the application of further conditions or impediments (other than as set forth in Section 4 hereof or in this Section 9) at the first opportunity thereafter when the Company has funds legally available therefor and when such repurchase will not result in any default, event of default or violation under any of the Financing Agreements or in a violation of any term or provision of the Certificate of Incorporation of the Company and (ii) such repurchase obligation shall rank against other similar repurchase obligations with respect to shares of Common Stock or options in respect thereof according to priority in time of the date upon which the Company receives written notice of such exercise, provided that any such repurchase obligations as to which a common date determines priority shall be of equal priority and shall share pro rata in any repurchase payments made pursuant to clause (i) above and provided, further, that (x) any repurchase commitment arising from Permanent Disability or death or, in the case of shares of Common Stock, any repurchase commitment made by the Board pursuant to Section 6(b) of the Management Stock Subscription Agreement shall have priority over any other repurchase obligation and (y) all Section references in this clause (ii) shall be deemed to refer to the corresponding Section of this Agreement or the Management Stock Subscription Agreement, as the case may be, and to any similar provision of any other management stock option or stock subscription agreement to which the Company is or becomes a party.

(c) Purchase Price Adjustment. In the event that a repurchase of the Covered Option from the Grantee is delayed pursuant to this Section 9, the purchase price for such Option when the repurchase of such Option eventually takes place as contemplated by Section 9(b) shall be the sum of (i) the Purchase Price of such Covered Option determined in accordance with Section 4(g) at the time that the repurchase of such Option would have occurred but for the operation of this Section 9, plus (ii) an amount equal to interest on such Purchase Price for the period from the date on which the completion of the repurchase would have taken place but for the operation of this Section 9 to the date on which such repurchase actually takes place (the "Delay Period") at a rate equal to the weighted average cost of the Company's bank indebtedness obligations outstanding during the Delay Period.

10. No Rights as Stockholder. The Grantee shall have no voting or other rights as a stockholder of International with respect to any Shares covered by the Option until the exercise of the Option and the issuance of a certificate or certificates to him for such 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. Capital Adjustments. The number and price of the Shares covered by the Option shall be proportionately adjusted to reflect any stock dividend, stock split or share combination of the Common Stock or any recapitalization of International. Subject to any required action by the stockholders of International and Section 8 hereof, in any merger,

consolidation, reorganization, exchange of shares, liquidation or dissolution, the Option shall pertain to the securities and other property, if any, that a holder of the number of shares of Common Stock covered by the Option would have been entitled to receive in connection with such event.

12. 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 International, the Cypress Fund or the Grantee, as the case may be, at the following addresses or to such other address as International, the Cypress Fund or the Grantee, as the case may be, shall specify by notice to the others:

(i) if to International, to it at:

WESCO International, Inc.
Commerce Court, Suite 700
Four Station Square
Pittsburgh, PA 15219

Attention: Chairman

(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. Except as provided in Section 4, 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, provided that any waiver of the provisions of Section 4 must be consented to in writing by the C&D Fund. 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 International.

(d) Assignability. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by International 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 State of New York, 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.

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

WESCO INTERNATIONAL, INC.

By:_____________________________
Name:
Title:

THE GRANTEE:

By:_____________________________
Name:

Address of the Grantee:

Total Number of Shares of Common Stock for the Purchase of Which an Option Has Been Granted: _________________________________

THIS SCHEDULE CONTAINS SUMMARY FINANCIAL INFORMATION EXTRACTED FROM WESCO INTERNATIONAL, INC. AND SUBSIDIARIES' UNAUDITED INTERIM CONDENSED CONSOLIDATED FINANCIAL STATEMENTS AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO SUCH FINANCIAL STATEMENTS.

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16,832
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