SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): October 25, 2006

WESCO INTERNATIONAL, INC.

(Exact name of registrant as specified in its charter)

Delaware	001-14989	25-1723345
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

225 West Station Square Drive, Suite 700 Pittsburgh, Pennsylvania	15219
(Address of principal executive offices)	(Zip code)

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

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

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. Entry into a Material Definitive Agreement

On October 25, 2006, WESCO International, Inc. (the "Company") announced an offering by it of convertible debt securities. On October 26, 2006, the Company and WESCO Distribution, Inc. ("WESCO Distribution") entered into a Purchase Agreement (the "Purchase Agreement") with Lehman Brothers Inc., as representative of the initial purchasers named therein (the "Initial Purchasers"), relating to the issuance and sale by the Company to the Initial Purchasers of $250 million in aggregate principal amount of 1.75% Convertible Senior Debentures due 2026 (the "Debentures") and an unconditional guarantee of the Debentures on an unsecured senior subordinated basis by WESCO Distribution (the "Guarantee"). The Initial Purchasers have the option, pursuant to the terms of the Purchase Agreement, to purchase an additional $50 million in aggregate principal amount of Debentures. Under the terms of the Purchase Agreement, the Company and WESCO Distribution have agreed to indemnify the Initial Purchasers against certain liabilities, including liabilities under the Securities Act of 1933, as amended, or to contribute payments that the Initial Purchasers may be required to make because of any of those liabilities.

The Debentures and the Guarantee will be issued pursuant to an Indenture by and among the Company, WESCO Distribution and The Bank of New York, as trustee, in a transaction exempt from the registration requirements under the Securities Act. The Debentures and the Guarantee will be said only to qualified institutional buyers in reliance on Rule 144A under the Securities Act.

The foregoing is a summary of the material terms and conditions of the Purchase Agreement and is not a complete discussion. Accordingly, the foregoing is qualified in its entirety by reference to the full text of the Purchase Agreement attached to this Current Report as Exhibit 1.1, which is incorporated herein by reference. Also attached to this Current Report as Exhibits 99.1 and 99.2 and incorporated herein by reference are a press release issued by the Company on October 25, 2006 with respect to the offering of Debentures and a press release issued by the Company on October 26, 2006 with respect to the pricing terms of the Debentures.

Item 9.01. Financial Statements and Exhibits

(c) Exhibits

Exhibit 1.1	Purchase Agreement, dated October 26, 2006, by and among WESCO International, Inc., WESCO Distribution, Inc. and Lehman Brothers Inc., relating to WESCO International, Inc.'s 1.75% Convertible Senior Debentures due 2026 (filed herewith).
Exhibit 99.1	Press release dated October 25, 2006 (filed herewith).
Exhibit 99.2	Press release dated October 26, 2006 (filed herewith).

SIGNATURE

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

WESCO INTERNATIONAL, INC.

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

Dated: October 27, 2006

Exhibit 1.1

WESCO INTERNATIONAL, INC.
$250,000,000
1.75% Convertible Senior Debentures due 2026

PURCHASE AGREEMENT

October 26, 2006

Lehman Brothers Inc.
As representative of the several Initial Purchasers
c/o Lehman Brothers Inc.
745 7th Avenue
New York, New York 10019

Ladies and Gentlemen:

WESCO International, Inc., a Delaware corporation (the "Company"), proposes to issue and sell $250,000,000 aggregate principal amount of its 1.75% Convertible Senior Debentures due 2026 (the "Firm Securities") to Lehman Brothers Inc. ("Lehman"), Credit Suisse Securities (USA) LLC, Goldman, Sachs & Co., and J.P. Morgan Securities Inc., (the "Initial Purchasers"). In addition, the Company proposes to grant to the Initial Purchasers an option to purchase up to an additional $50,000,000 aggregate principal amount of its 1.75% Convertible Senior Debentures due 2026 (the "Option Securities" and, together with the Firm Securities, the "Securities"). The Securities will be issued pursuant to an Indenture to be dated as of November 2, 2006 (the "Indenture"), among the Company, WESCO Distribution, Inc., a Delaware corporation (the "Guarantor") and The Bank of New York, as trustee (the "Trustee") and will be guaranteed on an unsecured senior subordinated basis by the Guarantor (the "Guarantee"). The Company and the Guarantor hereby confirm their agreement with the several Initial Purchasers concerning the purchase of the Securities from the Company by the several Initial Purchasers.

The Securities will be convertible into duly and validly issued, fully paid and non-assessable shares of common stock, par value $0.01 per share (the "Common Stock"), of the Company (such shares of Common Stock into which the Securities are convertible, the "Conversion Shares"), on the terms, and subject to the conditions, set forth in the Indenture.

The Securities will be offered and sold to the Initial Purchasers without being registered under the Securities Act of 1933, as amended (the "Securities Act"), in reliance upon an exemption therefrom. The Company and the Guarantor have prepared a preliminary Offering Memorandum dated October 25, 2006 (the "Preliminary Offering Memorandum"), and will prepare an Offering Memorandum dated the date hereof (the "Offering Memorandum") setting forth and incorporating by reference information concerning the Company, the Guarantor and the Securities. Copies of the Preliminary Offering Memorandum have been, and copies of the Offering Memorandum will be, delivered by the Company and the Guarantor to the Initial Purchasers pursuant to the terms of this Agreement. Any references herein to the Preliminary Offering Memorandum, the Time of Sale Information (as defined below) and the Offering Memorandum shall be deemed to refer to and include all documents incorporated by reference,

unless otherwise noted. The Company and the Guarantor hereby confirm that they have authorized the use of the Preliminary Offering Memorandum, the other Time of Sale Information and the Offering Memorandum in connection with the offering and resale of the Securities by the Initial Purchasers in accordance with Section 2.

At the time when sales of the Securities are first made (the "Time of Sale"), the following information shall have been prepared (collectively, the "Time of Sale Information"): the Preliminary Offering Memorandum, as supplemented and amended by the written communications listed on Annex A hereto.

Holders of the Securities (including the Initial Purchasers and their direct and indirect transferees) will be entitled to the benefits of a Registration Rights Agreement, substantially in the form attached hereto as Annex C (the "Registration Rights Agreement"), pursuant to which the Company will agree among other things, to file with the Securities and Exchange Commission (the "Commission") a shelf registration statement pursuant to Rule 415 under the Securities Act (the "Registration Statement") covering the resale of the Securities and the Conversion Shares, and to use its reasonable best efforts to cause the Registration Statement to be declared effective within the time periods specified therein.

Capitalized terms used, but not defined, herein shall have the meanings given to such terms in the each of the Time of Sale Information and the Offering Memorandum.

1. Representations, Warranties and Agreements of the Company and the Guarantor. The Company and the Guarantor, jointly and severally, represent and warrant to, and agree with, the several Initial Purchasers on and as of the date hereof and each Closing Date (as defined in Section 3) that:

(a) The Preliminary Offering Memorandum, as of its date, did not, the Time of Sale Information, at the Time of Sale, did not, and at the Closing Date, will not, and the Offering Memorandum, as of its date and as of the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, that the Company and the Guarantor make no representation or warranty as to information contained in or omitted from the Preliminary Offering Memorandum, any Time of Sale Information or the Offering Memorandum in reliance upon and in conformity with written information relating to the Initial Purchasers furnished to the Company or the Guarantor by or on behalf of any Initial Purchaser specifically for use therein (the "Initial Purchasers' Information").

(b) The documents incorporated by reference in each of the Time of Sale Information and the Offering Memorandum, when they became effective or were filed with the Commission, as the case may be, together, where applicable, with any amendments thereto, conformed in all material respects to the requirements of the Securities Act or the Securities Exchange Act of 1934, as amended (the "Exchange Act"), as applicable, and the rules and regulations of the Commission thereunder, and none of such documents contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading; and any further documents so filed and incorporated by reference in any of the Time of Sale Information and the Offering Memorandum or any further amendment or supplement thereto, when such documents become effective or are filed with the Commission, as the case may be, will conform in all material respects to the

requirements of the Securities Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading;

(c) The Company (including its agents and representatives, other than the Initial Purchasers in their capacity as such) has not prepared, made, used, authorized, approved or referred to and will not prepare, make, use, authorize, approve or refer to any written communication that constitutes an offer to sell or solicitation of an offer to buy the Securities (each such communication by the Company or its agents and representatives (other than a communication referred to in clauses (i), (ii) and (iii) below) an "Issuer Written Communication") other than (i) the Preliminary Offering Memorandum, (ii) the Offering Memorandum, (iii) the documents listed on Annex A hereto, including a term sheet substantially in the form of Annex B hereto, which constitute part of the Time of Sale Information, and (iv) any electronic road show or other written communications, in each case used in accordance with Section 4(d). Each such Issuer Written Communication, when taken together with the Time of Sale Information, did not, and at the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company makes no representation and warranty with respect to any statements or omissions made in each such Issuer Written Communication in reliance upon and in conformity with information relating to any Initial Purchaser furnished to the Company in writing by such Initial Purchaser through the Representative expressly for use in any Issuer Written Communication..

(d) Each of the Preliminary Offering Memorandum and the Offering Memorandum, as of its respective date, contains all of the information that, if requested by a prospective purchaser of the Securities, would be required to be provided to such prospective purchaser pursuant to Rule 144A(d)(4) under the Securities Act.

(e) Assuming the accuracy of the representations and warranties of the Initial Purchasers contained in Section 2 and their compliance with the agreements set forth therein, it is not necessary, in connection with the issuance and sale of the Securities and the Guarantee to the Initial Purchasers and the offer, resale and delivery of the Securities and the Guarantee by the Initial Purchasers and the conversion of the Securities into the Conversion Shares in the manner contemplated by this Agreement, the Indenture, the Time of Sale Information and the Offering Memorandum, to register the Securities or the Guarantee or the Conversion Shares under the Securities Act or to qualify the Indenture under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act").

(f) Each of the Company and the Guarantor has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Delaware, with power and authority (corporate and other) to own its properties and conduct its business as described in the Time of Sale Information and the Offering Memorandum, and has been duly qualified as a foreign corporation for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification, except where the failure to so qualify or to be in good standing would not have a material adverse effect on the financial condition, results of operations, business or prospects of the Company and the Guarantor and their respective subsidiaries taken as a whole (a "Material Adverse Effect"), or is subject to no material liability

or disability by reason of the failure to be so qualified in any such jurisdiction; and each "significant subsidiary" (as defined in Rule 1-02 of Regulation S-X) as of the Firm Closing Date (a "Significant Subsidiary") of each of the Company and the Guarantor has been duly incorporated and is validly existing as a corporation in good standing under the laws of its jurisdiction of incorporation.

(g) On the Closing Date, the Company (on a consolidated basis) will have an as adjusted capitalization as of June 30, 2006 as set forth in each of the Time of Sale Information and the Offering Memorandum under the heading "Capitalization". All of the outstanding shares of capital stock of the Company have been duly and validly authorized and issued, are fully paid and non-assessable and conform to the description thereof contained in each of the Time of Sale Information and the Offering Memorandum. All of the outstanding shares of capital stock of each Significant Subsidiary of the Company and the Guarantor have been duly authorized and validly issued, are fully paid and non-assessable and are owned directly or indirectly by the Company or the Guarantor, free and clear of all liens, encumbrances, equities or claims ("Liens"). The Guarantor is the only direct subsidiary of the Company on the date hereof. Except as disclosed in each of the Time of Sale Information and the Offering Memorandum, there are no outstanding securities convertible into or exchangeable for, or warrants, options or rights issued by the Company to purchase, any shares of the capital stock of the Company; there are no statutory, contractual, preemptive or other rights to subscribe for or to purchase any Common Stock; and there are no restrictions upon transfer of the Common Stock pursuant to the Company's Certificate of Incorporation or By laws.

(h) The Company and the Guarantor have all requisite corporate right, power and authority to execute and deliver this Agreement, the Indenture, the Registration Rights Agreement, the Securities (in the case of the Company only) and the Guarantee (in the case of the Gurantor only) (collectively, the "Transaction Documents") and to perform their respective obligations hereunder and thereunder; and all corporate action required to be taken for the due and proper authorization, execution and delivery of each of the Transaction Documents and the consummation of the transactions contemplated thereby has been duly and validly taken.

(i) This Agreement has been duly authorized, executed and delivered by the Company and the Guarantor.

(j) The Registration Rights Agreement has been duly authorized by the Company and the Guarantor and, when duly executed and delivered in accordance with its terms by each of the parties thereto, will constitute a valid and legally binding agreement of the Company and the Guarantor enforceable against the Company and the Guarantor in accordance with its terms, except to the extent that such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights generally and by general equitable principles (whether considered in a proceeding in equity or at law).

(k) The Indenture has been duly authorized by the Company and the Guarantor and, when duly executed and delivered in accordance with its terms by each of the parties thereto, will constitute a valid and legally binding agreement of the Company and the Guarantor enforceable against the Company and the Guarantor in accordance with its terms, except to the extent that such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting

creditors rights generally and by general equitable principles (whether considered in a proceeding in equity or at law). On each Closing Date, the Indenture will conform in all material respects to the requirements of the Trust Indenture Act and the rules and regulations of the Commission applicable to an indenture which is qualified thereunder.

(l) The Securities have been duly authorized by the Company and, when duly executed, authenticated, issued and delivered as provided in the Indenture and paid for as provided herein, will be duly and validly issued and outstanding and will constitute valid and legally binding obligations of the Company, entitled to the benefits of the Indenture and enforceable against the Company in accordance with their terms, except to the extent that such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors rights generally and by general equitable principles (whether considered in a proceeding in equity or at law).

(m) The Guarantee has been duly authorized by the Guarantor and, when the Securities have been duly executed, authenticated, issued and delivered as provided in the Indenture and paid for as provided herein, will be valid and legally binding obligation of the Guarantor, enforceable against the Guarantor in accordance with their terms, except to the extent that such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors rights generally and by general equitable principles (whether considered in a proceeding in equity or at law).

(n) The Company has all necessary power and authority to execute, issue and deliver the Conversion Shares; the Conversion Shares have been duly and validly authorized and reserved for issuance upon conversion of the Securities and are free of preemptive rights; all Conversion Shares, when issued and delivered upon such conversion in accordance with the terms of the Indenture, will be duly and validly authorized and issued, fully paid and nonassessable and will be free and clear of any Liens; and the Conversion Shares will conform, when issued, in all material respects to the description thereof in each of the Time of Sale Information and the Offering Memorandum.

(o) Each Transaction Document conforms in all material respects to the description thereof contained in each of the Time of Sale Information and the Offering Memorandum.

(p) The execution, delivery and performance by the Company and the Guarantor of each of the Transaction Documents to which each is a party, the issuance, authentication, sale and delivery of the Securities, the Guarantee and any Conversion Shares and compliance by the Company and the Guarantor with the terms thereof and the consummation of the transactions contemplated by the Transaction Documents will not (i) violate or result in a breach of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company, the Guarantor or any of their respective Significant Subsidiaries is a party or by which the Company, the Guarantor or any of their respective Significant Subsidiaries is bound or to which any of the property or assets of the Company, the Guarantor or any of their respective Significant Subsidiaries is subject, except for any such breach or violation that would not, individually or in the aggregate, have a Material Adverse Effect, or otherwise interfere with the consummation of the transactions consummated by the Transaction Documents; (ii) result in any violation of the

provisions of the Certificate of Incorporation or By laws of the Company or the Guarantor; or (iii) result in any violation of any statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company, the Guarantor or any of their respective Significant Subsidiaries or any of their properties; and no consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body is required for the sale of the Securities and the Guarantee, the issuance of any Conversion Shares or the consummation by the Company of the transactions contemplated by the Transaction Documents, except as may be required to be obtained or made under the Securities Act as provided in the Registration Rights Agreement and under applicable state or foreign securities laws and such consents, approvals, authorizations, registrations or qualifications as may be required under state securities or Blue Sky laws in connection with the purchase and distribution of the Securities and the Guarantee by the Initial Purchasers.

(q) PricewaterhouseCoopers LLP, who have audited the consolidated financial statements of the Company and its subsidiaries, are an independent registered public accounting firm as required by the Securities Act and the rules and regulations of the Commission thereunder. The historical financial statements (including the related notes) have been prepared in accordance with generally accepted accounting principles consistently applied throughout the periods covered thereby and fairly present the financial position of the entities purported to be covered thereby at the respective dates indicated and the results of their operations and their cash flows for the respective periods indicated; the financial information contained (i) in each of the Time of Sale Information and the Offering Memorandum under the headings Selected Consolidated Financial Data, (ii) in the Company s annual report on Form 10-K for the fiscal year ended December 31, 2005, filed on March 15, 2006 with the Commission (the 2005 Form 10-K) under the heading Management s Discussion and Analysis of Financial Condition and Results of Operations and (iii) Item 11, Executive Compensation, of the 2005 Form 10-K are derived from the accounting records of the Company and the Guarantor and their respective subsidiaries and fairly present the information purported to be shown thereby; and the pro forma financial information and related notes thereto included in each of the Time of Sale Information and the Offering Memorandum has been prepared in accordance with the Commission s rules and guidance with respect to pro forma financial information, and the assumptions underlying such pro forma financial information are reasonable and are set forth in each of the Time of Sale Information and the Offering Memorandum.

(r) The summary description of Communications Supply Holdings, Inc. (Communications Supply) included in each of the Time of Sale Information and the Offering Memorandum under the headings Summary Recent Developments Acquisition of Communications Supply and Our Plans to Acquire Communications Supply Holdings, Inc., including the limited financial data included therein, is, to the knowledge of the Guarantor and the Company, accurate in all material respects, and nothing has come to the attention of the Guarantor and the Company that would cause them to believe that the historical financial statements (including the related notes) of Communications Supply included in each of the Time of Sale Information and the Offering Memorandum do not fairly present the financial position at the respective dates indicated and the results of operations and the cash flows of Communications Supply for the periods presented.

(s) Other than as set forth in each of the Time of Sale Information and the Offering Memorandum, there are no legal or governmental proceedings pending to which the

Company, the Guarantor or any of their respective Significant Subsidiaries is a party or of which any property of the Company, the Guarantor or any of their respective Significant Subsidiaries is the subject which would individually or in the aggregate have a Material Adverse Effect or have a material adverse effect on the power or ability of the Company or the Guarantor to perform their obligations under the Transaction Documents or to consummate the transactions contemplated by the Transaction Documents, the Time of Sale Information or the Offering Memorandum and, to the best of the Company's knowledge, no such proceedings are threatened or contemplated by governmental authorities or threatened by others.

(t) No action has been taken by the Company or the Guarantor or their respective subsidiaries and no statute, rule, regulation or order has been enacted, adopted or issued by any governmental agency or body which prevents the issuance of the Securities or the Guarantee or the issuance of the Conversion Shares as contemplated by the Indenture or suspends the sale of the Securities and the Guarantee in any jurisdiction; no injunction, restraining order or order of any nature by any federal or state court of competent jurisdiction has been issued with respect to the Company or the Guarantor or any of their respective subsidiaries which would prevent or suspend the issuance or sale of the Securities and the Guarantee or the issuance of the Conversion Shares as contemplated by the Indenture or the use of the Time of Sale Information or the Offering Memorandum in any jurisdiction; no action, suit or proceeding is pending against or, to the knowledge of the Company or the Guarantor, threatened against or affecting the Company, the Guarantor or any of their respective subsidiaries before any court or arbitrator or any governmental agency, body or official, domestic or foreign, which could reasonably be expected to interfere with or adversely affect the issuance of the Securities or the Guarantee or the issuance of the Conversion Shares as contemplated by the Indenture or in any manner draw into question the validity or enforceability of any of the Transaction Documents or any action taken or to be taken pursuant thereto; and the Company and the Guarantor have complied with any and all requests by any securities authority in any jurisdiction for additional information to be included in the Time of Sale Information and the Offering Memorandum.

(u) None of the Company, the Guarantor or any of their respective Significant Subsidiaries is in violation of its Certificate of Incorporation or By-laws or in default in the performance or observance of any obligation, agreement, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which it is a party or by which it or any of its properties may be bound, except for any such violation or default that would not, individually or in the aggregate, have a Material Adverse Effect.

(v) The Company, the Guarantor and each of their respective Significant Subsidiaries possess all licenses, certificates, authorizations and permits issued by, and have made all declarations and filings with, the appropriate federal, state or foreign regulatory agencies or bodies which are necessary or desirable for the ownership of their respective properties or the conduct of their respective businesses as described in each of the Time of Sale Information and the Offering Memorandum, except where the failure to possess any such license, certificate, authorization or permit or to make any such declaration or filing would not, individually or in the aggregate have a Material Adverse Effect. Neither the Company, the Guarantor nor any of their respective Significant Subsidiaries has received notification of any revocation or modification of any such license, certificate, authorization or permit or has any

reason to believe that any such license, certificate, authorization or permit will not be renewed in the ordinary course.

(w) The Company, the Guarantor and each of their respective Significant Subsidiaries have filed all federal, state, local and foreign income and franchise tax returns required to be filed through the date hereof and have paid all taxes due thereon, other than those being contested in good faith with adequate reserves provided and no tax deficiency has been determined adversely to the Company, the Guarantor or any of their respective Significant Subsidiaries which has had (nor do the Company, the Guarantor or any of their respective Significant Subsidiaries have any knowledge of any tax deficiency which, if determined adversely to the Company, the Guarantor or any of their respective Significant Subsidiaries, could reasonably be expected to have) a Material Adverse Effect.

(x) Neither the Company nor the Guarantor is and, after giving effect to the offering and sale of the Securities and the Guarantee and the application of the proceeds thereof as described in each of the Time of Sale Information and the Offering Memorandum, will be an "investment company" as such term is defined in the Investment Company Act of 1940, as amended (the "Investment Company Act").

(y) The Company, the Guarantor and each of their respective Significant Subsidiaries have insurance covering their respective properties, operations, personnel and businesses, which insurance is in amounts and insures against such losses and risks as are adequate to protect the Company, the Guarantor and each of their respective Significant Subsidiaries and each of their respective businesses.

(z) The Company, the Guarantor and each of their respective Significant Subsidiaries have good and marketable title in fee simple to all real property and good and marketable title to all personal property owned by them, subject to the terms of the Guarantor's accounts receivable securitization facility, in each case free and clear of all Liens except for any such Lien as is described in each of the Time of Sale Information and the Offering Memorandum or any such Lien as does not materially affect the value of such property and does not materially interfere with the use made and proposed to be made of such property by the Company, the Guarantor and each of their respective Significant Subsidiaries; and any real property and buildings held under lease by the Company, the Guarantor and each of their respective Significant Subsidiaries are held by them under valid, subsisting and enforceable leases with such exceptions as are not material and do not materially interfere with the use made and proposed to be made of such real property and buildings by the Company, the Guarantor and each of their respective Significant Subsidiaries.

(aa) No labor disturbance by or dispute with the employees of the Company, the Guarantor or any of their respective Significant Subsidiaries that has resulted or could reasonably be expected to result in a Material Adverse Effect or, to the best knowledge of the Company, is contemplated or threatened.

(bb) Except as specifically described in each of the Time of Sale Information and the Offering Memorandum, there are no costs or liabilities of the Company, the Guarantor or any of their respective Significant Subsidiaries associated with or arising from the application of any and all applicable foreign, federal, state and local laws, rules, ordinances, directives and regulations relating to the protection of human health and safety, the protection or restoration of the environment or hazardous or toxic substances or wastes, pollutants or contaminants

(Environmental Laws) (including, without limitation, any capital or operating expenditures required for investigation, clean-up, closure or monitoring of currently or formerly owned or operated properties or compliance with any Environmental Laws or any permits, licenses or other approvals required of the Company, the Guarantor or any of their respective Significant Subsidiaries under Environmental Laws to conduct their respective businesses, any related constraints on operating activities and any actual or potential liabilities, costs or obligations to third parties, including governmental authorities) which would, singularly or in the aggregate, have a Material Adverse Effect.

(cc) On and immediately after each Closing Date, each of the Company and the Guarantor (after giving effect to the issuance of the Securities and the Guarantee and to the other transactions related thereto as described in each of the Time of Sale Information and the Offering Memorandum) will be Solvent. As used in this paragraph, the term Solvent means, with respect to a particular date, that on such date (i) the present fair market value (or present fair saleable value) of the assets of each of the Company and the Guarantor is not less than the total amount required to pay the probable liabilities on its total existing debts and liabilities (including contingent liabilities) as they become absolute and matured, (ii) each of the Company and the Guarantor is able to realize upon its assets and pay its debts and other liabilities, contingent obligations and commitments as they mature and become due in the normal course of business, (iii) assuming the sale of the Securities and the Guarantee as contemplated by this Agreement and each of the Time of Sale Information and the Offering Memorandum, neither the Company nor the Guarantor is incurring debts or liabilities beyond its ability to pay as such debts and liabilities mature; and (iv) neither the Company nor the Guarantor is engaged in any business or transaction, and neither of them is about to engage in any business or transaction, for which its property would constitute unreasonably small capital after giving due consideration to the prevailing practice in the industry in which each of the Company and the Guarantor is engaged. In computing the amount of such contingent liabilities at any time, it is intended that such liabilities will be computed at the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

(dd) None of the Company, the Guarantor or any of their affiliates does business with the government of Cuba or with any person or affiliate located in Cuba within the meaning of Section 5127.075, Florida Statutes.

(ee) The Company maintains a system of internal accounting controls sufficient to provide reasonable assurance that (A) transactions are executed in accordance with managements general or specific authorizations; (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability; (C) access to assets is permitted only in accordance with managements general or specific authorization; and (D) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(ff) Since the date of the latest audited financial statements included in each of the Time of Sale Information and the Offering Memorandum, there has been no change in the Companys internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Companys internal control over financial reporting.

(gg) The Company maintains disclosure controls and procedures (as such term is defined in Rule 13a-15(e) of the Exchange Act) that comply with the requirements of the Exchange Act; such disclosure controls and procedures have been designed to ensure that material information relating to the Company and its subsidiaries is made known to the Company's principal executive officer and principal financial officer by others within those entities; and such disclosure controls and procedures are effective.

(hh) Neither the Company, the Guarantor nor any of their respective Significant Subsidiaries has sustained since the date of the latest audited financial statements included in the Time of Sale Information or the Offering Memorandum any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in each of the Time of Sale Information and the Offering Memorandum; and, since the date as of which information is given in each of the Time of Sale Information and the Offering Memorandum, there has not been any change in the capital stock of the Company or any of its Significant Subsidiaries or consolidated long-term debt of the Company and its subsidiaries or any material adverse change, or any development involving a prospective material adverse change, in or affecting the general affairs, management, financial position, stockholders' equity or results of operations of the Company, the Guarantor and their respective subsidiaries taken as a whole, otherwise than as set forth or contemplated in each of the Time of Sale Information and the Offering Memorandum.

(ii) None of the Company, the Guarantor or any of their respective subsidiaries owns any "margin securities" as that term is defined in Regulation U of the Board of Governors of the Federal Reserve System (the "Federal Reserve Board"), and none of the proceeds of the sale of the Securities and the Guarantee will be used, directly or indirectly, for the purpose of purchasing or carrying any margin security, for the purpose of reducing or retiring any indebtedness which was originally incurred to purchase or carry any margin security or for any other purpose which might cause any of the Securities to be considered a "purpose credit" within the meanings of Regulation T, U or X of the Federal Reserve Board.

(jj) The Securities satisfy the eligibility requirements of Rule 144A(d)(3) under the Securities Act.

(kk) None of the Company, the Guarantor or any of their respective affiliates has, directly or through any agent, (i) sold, offered for sale, solicited offers to buy or otherwise negotiated in respect of, any security (as such term is defined in the Securities Act), which is or will be integrated with the sale of the Securities and the Guarantee in a manner that would require registration of the Securities and the Guarantee under the Securities Act or (ii) engaged, in connection with the offering of the Securities, in any form of general solicitation or general advertising within the meaning of Rule 502(c) under the Securities Act or in any manner involving a public offering within the meaning of Section 4(2) of the Securities Act.

(ll) Neither the Company nor the Guarantor has taken or will take, directly or indirectly, any action (A) designed to cause or result in, or which has constituted or which might reasonably be expected to constitute, the stabilization or manipulation of the price of the Securities or the Common Stock to facilitate the sale or resale of such securities or (B) prohibited by Regulation M under the Exchange Act.

(mm) No forward-looking statement (within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act) contained in each of the Time of Sale Information or the Offering Memorandum has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith.

2. Purchase and Resale of the Securities. (a) On the basis of the representations, warranties and agreements contained herein, and subject to terms and conditions set forth herein, the Company agrees to issue and sell to each of the Initial Purchasers, severally and not jointly, and each of the Initial Purchasers, severally and not jointly, agrees to purchase from the Company, the principal amount of Firm Securities set forth opposite the name of such Initial Purchaser on Schedule 1 hereto at a purchase price equal to 97.5% of the principal amount thereof, plus accrued interest from November 2, 2006 to the Firm Closing Date. The Company shall not be obligated to deliver any of the Firm Securities except upon payment for all of the Securities to be purchased as provided herein.

(b) On the basis of the representations, warranties and agreements contained herein, and subject to the terms and conditions set forth herein, the Company hereby grants the option to the Initial Purchasers to purchase, severally and not jointly, the Option Securities at the same purchase price as the Initial Purchasers will pay for the Firm Securities and the principal amount of the Option Securities to be sold to each Initial Purchaser shall be that principal amount which bears the same ratio to the aggregate principal amount of Option Securities being purchased as the principal amount of Firm Securities set forth opposite the name of such Initial Purchaser in Schedule I hereto (or such number increased as set forth in Section 7). The option may be exercised in whole or in part at any time and from time to time upon notice in writing or by facsimile by Lehman, on behalf of itself and the other Initial Purchasers, to the Company setting forth the amount (which shall be an integral multiple of $1,000 principal amount) of Option Securities as to which such option is being exercised; provided that any Option Closing Date (as defined below) must not be more than 13 days subsequent to the Firm Closing Date.

(c) The Initial Purchasers have advised the Company that they propose to offer the Securities for resale upon the terms and subject to the conditions set forth herein and in the Offering Memorandum. Each Initial Purchaser, severally and not jointly, represents, warrants and agrees that (i) it is a Qualified Institutional Buyer (as defined below), (ii) it is purchasing the Securities pursuant to a private sale exempt from registration under the Securities Act, (iii) it has not solicited offers for, or offered or sold, and will not solicit offers for, or offer or sell, the Securities by means of any form of general solicitation or general advertising within the meaning of Rule 502(c) of Regulation D under the Securities Act (Regulation D) or in any manner involving a public offering within the meaning of Section 4(2) of the Securities Act and (iv) it has solicited and will solicit offers for the Securities only from, and has offered or sold and will offer, sell or deliver the Securities, as part of their initial offering, only to persons whom it reasonably believes to be qualified institutional buyers (Qualified Institutional Buyers), as defined in Rule 144A under the Securities Act (Rule 144A), or if any such person is buying for one or more institutional accounts for which such person is acting as fiduciary or agent, only when such person has represented to it that each such account is a Qualified Institutional Buyer to whom notice has been given that such sale or delivery is being made in reliance on Rule 144A and in each case, in transactions in accordance with Rule 144A.

(d) The Company and the Guarantor acknowledge and agree that the Initial Purchasers may sell Securities to any affiliate of an Initial Purchaser and that any such affiliate may sell Securities purchased by it to an Initial Purchaser.

3. Delivery of and Payment for the Securities. (a) Delivery of and payment for the Firm Securities shall be made at the offices of Simpson Thacher & Bartlett LLP, New York, New York, or at such other place as shall be agreed upon by the Initial Purchasers and the Company, at 10:00 A.M., New York City time, on November 2, 2006, or at such other time or date, not later than seven full business days thereafter, as shall be agreed upon by the Initial Purchasers and the Company (such date and time of payment and delivery being referred to herein as the "Firm Closing Date").

(b) The date for the delivery of and payment for the Option Securities, being herein referred to as an "Option Closing Date", which may be the Firm Closing Date (the Firm Closing Date and each Option Closing Date, if any, being referred to as a "Closing Date"), shall be determined by the Initial Purchasers but shall not be later than five business days after written notice of election to purchase Option Securities is given.

(c) On each Closing Date, payment of the purchase price for the Securities being purchased shall be made to the Company by wire or book-entry transfer of same-day funds to such account or accounts as the Company shall specify prior to such Closing Date or by such other means as the parties hereto shall agree prior to such Closing Date against delivery to the Initial Purchasers of the certificates evidencing the Securities being purchased. Time shall be of the essence, and delivery at the time and place specified pursuant to this Agreement is a further condition of the obligations of the Initial Purchasers hereunder. Upon delivery, the Securities being purchased shall be in global form, registered in such names and in such denominations as Lehman on behalf of the Initial Purchasers shall have requested in writing not less than two full business days prior to the applicable Closing Date. The Company agrees to make global certificates evidencing the Securities being purchased available for inspection by Lehman on behalf of the Initial Purchasers in New York, New York at least 24 hours prior to the applicable Closing Date.

4. Further Agreements of the Company and the Guarantor. Each of the Company and the Guarantor, jointly and severally, agrees with each of the several Initial Purchasers:

(a) to advise the Initial Purchasers promptly and, if requested, confirm such advice in writing, of the happening of any event which makes any statement of a material fact made in any of the Time of Sale Information, any Issuer Written Communication or the Offering Memorandum untrue or which requires the making of any additions to or changes in any of the Time of Sale Information, any Issuer Written Communication or the Offering Memorandum (as amended or supplemented from time to time) in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; to advise the Initial Purchasers promptly of any order preventing or suspending the use of the Time of Sale Information, any Issuer Written Communication or the Offering Memorandum, of any suspension of the qualification of the Securities or the Guarantee for offering or sale in any jurisdiction and of the initiation or threatening of any proceeding for any such purpose; and to use its reasonable best efforts to prevent the issuance of any such order preventing or suspending the use of the Time of Sale Information or any Issuer Written Communication or the Offering

Memorandum or suspending any such qualification and, if any such suspension is issued, to obtain the lifting thereof at the earliest possible time;

(b) to furnish promptly to each of the Initial Purchasers and counsel for the Initial Purchasers, without charge, as many copies of the Preliminary Offering Memorandum, any other Time of Sale Information, any Issuer Written Communication and the Offering Memorandum (and any amendments or supplements thereto) as may be reasonably requested;

(c) prior to making any amendment or supplement to any of the Time of Sale Information or the Offering Memorandum or filing with the Commission any document that will be incorporated by reference therein, to furnish a copy thereof to each of the Initial Purchasers and counsel for the Initial Purchasers and not to effect any such amendment or supplement to which the Initial Purchasers shall reasonably object by notice to the Company after a reasonable period to review;

(d) before making, preparing, using, authorizing, approving or referring to any Issuer Written Communication, the Company will furnish to Lehman and counsel for the initial Purchasers a copy of such written communication for review and will not make, prepare, use, authorize, approve or refer to any such written communication to which Lehman reasonably objects.

(e) (1) if at any time prior to the Closing Date, any event shall occur or condition exist as a result of which it is necessary, in the opinion of counsel for the Initial Purchasers or counsel for the Company, to amend or supplement any of the Time of Sale Information in order that the Time of Sale Information will not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time it is delivered to a purchaser, not misleading, or if it is necessary to amend or supplement the Time of Sale Information to comply with applicable law, to promptly prepare such amendment or supplement as may be necessary to correct such untrue statement or omission or so that the Time of Sale Information, as so amended or supplemented, will comply with applicable law and (2) if, at any time prior to completion of the resale of the Securities by the Initial Purchasers, any event shall occur or condition exist as a result of which it is necessary, in the opinion of counsel for the Initial Purchasers or counsel for the Company, to amend or supplement the Offering Memorandum in order that the Offering Memorandum will not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time it is delivered to a purchaser, not misleading, or if it is necessary to amend or supplement the Offering Memorandum to comply with applicable law, to promptly prepare such amendment or supplement as may be necessary to correct such untrue statement or omission or so that the Offering Memorandum, as so amended or supplemented, will comply with applicable law;

(f) for so long as the Securities and the Conversion Shares are outstanding and are restricted securities within the meaning of Rule 144(a)(3) under the Securities Act, to furnish to holders of the Securities and the Conversion Shares and prospective purchasers of the Securities and the Conversion Shares designated by such holders, upon request of such holders or such prospective purchasers, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act, unless the Company and the Guarantor are then subject to and in compliance with Section 13 or 15(d) of the Exchange Act (the foregoing agreement being

for the benefit of the holders from time to time of the Securities and prospective purchasers of the Securities and the Conversion Shares designated by such holders);

(g) to promptly take from time to time such actions as the Initial Purchasers may reasonably request to qualify the Securities and the Guarantee for offering and sale under the securities or Blue Sky laws of such jurisdictions as the Initial Purchasers may designate and to continue such qualifications in effect for so long as required for the resale of the Securities and the Guarantee; and to arrange for the determination of the eligibility for investment of the Securities and the Guarantee under the laws of such jurisdictions as the Initial Purchasers may reasonably request; provided, that, none of the Company, the Guarantor or any of their respective subsidiaries shall be obligated to qualify as foreign corporations in any jurisdiction in which they are not so qualified or to file a general consent to service of process in any jurisdiction or to take any action which would subject it to taxation in any jurisdiction where it is not then so subject;

(h) to assist the Initial Purchasers in arranging for the Securities to be designated Private Offerings, Resales and Trading through Automated Linkages (PORTAL) Market securities in accordance with the rules and regulations adopted by the National Association of Securities Dealers, Inc. (NASD) relating to trading in the PORTAL Market and for the Securities to be eligible for clearance and settlement through The Depository Trust Company (DTC);

(i) not to, and to cause its affiliates not to, sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as such term is defined in the Securities Act) which could be integrated with the sale of the Securities and the Guarantee in a manner which would require registration of the Securities or the Guarantee under the Securities Act;

(j) except following the effectiveness of the Shelf Registration Statement, not to, and to cause its affiliates not to, and not to authorize or knowingly permit any person acting on their behalf to, solicit any offer to buy or offer to sell the Securities by means of any form of general solicitation or general advertising within the meaning of Regulation D or in any manner involving a public offering within the meaning of Section 4(2) of the Securities Act; and not to offer, sell, contract to sell or otherwise dispose of, directly or indirectly, any securities under circumstances where such offer, sale, contract or disposition would cause the exemption afforded by Section 4(2) of the Securities Act to cease to be applicable to the offering and sale of the Securities as contemplated by this Agreement, any of the Time of Sale Information and the Offering Memorandum;

(k) during the Lock-up Period (as defined below), not to offer, sell, contract to sell or otherwise dispose of, except as provided hereunder, any Common Stock, securities of the Company that are substantially similar to the Securities, including but not limited to any securities that are convertible into or exchangeable for, or that represent the right to receive, Common Stock or any such substantially similar securities (other than pursuant to employee stock option plans existing on, or upon the conversion or exchange of convertible or exchangeable securities outstanding as of, the date of this Agreement), without the prior written consent of Lehman (the initial lock-up period will commence on the date hereof and will continue to and including the date 60 days after the date of the Offering Memorandum; *provided*, *however*, that if (1) during the last 17 days of the initial lock-up period the Company releases earnings results or announces material news or a material event or (2) prior to the expiration of the initial lock-up period the Company announces that it will release earnings results during the

16-day period beginning on the last day of the initial lock-up period, then in each case the lock-up period will be automatically extended until the expiration of the 18-day period beginning on the date of release of the earnings results or the announcement of the material news or material event, as applicable, unless Lehman waives, in writing, such extension (the "Lock-up Period");

(l) in connection with the offering of the Securities and the Guarantee, until Lehman on behalf of the Initial Purchasers shall have notified the Company of the completion of the resale of the Securities, not to, and to cause its affiliated purchasers (as defined in Regulation M under the Exchange Act) not to, either alone or with one or more other persons, bid for or purchase, for any account in which it or any of its affiliated purchasers has a beneficial interest, any Securities or Common Stock, or attempt to induce any person to purchase any Securities or Common Stock; and not to, and to cause its affiliated purchasers not to, make bids or purchase for the purpose of creating actual, or apparent, active trading in or of raising the price of the Securities or Common Stock;

(m) during the period of two years after the Closing Date, the Company will not, and will not permit any of its affiliates to, resell any of the Securities which constitute "restricted securities" under Rule 144 that have been reacquired by any of them;

(n) to ensure that each of the Securities and each of the Conversion Shares bears, to the extent applicable, the legend contained in each of the Time of Sale Information and the Offering Memorandum under the caption "Notice to Investors" for the time period and upon the other terms stated therein;

(o) to apply the net proceeds from the sale of the Securities and the Guarantee as set forth in each of the Time of Sale Information and the Offering Memorandum under the heading "Use of Proceeds"; and

(p) to list the Conversion Shares on the New York Stock Exchange.

5. Conditions of Initial Purchasers' Obligations. The respective obligations of the several Initial Purchasers hereunder are subject to the accuracy, on and as of the date hereof and the Closing Date, of the representations and warranties of each of the Company and the Guarantor contained herein, to the accuracy of the statements of each of the Company and the Guarantor and their respective officers made in any certificates delivered pursuant hereto, to the performance by each of the Company and the Guarantor of their respective obligations hereunder, and to each of the following additional terms and conditions:

(a) The Time of Sale Information and the Offering Memorandum (and any amendments or supplements thereto) shall have been printed and copies distributed to the Initial Purchasers as promptly as practicable on or following the date of this Agreement or at such other date and time as to which the Initial Purchasers may agree; and no stop order suspending the sale of the Securities in any jurisdiction shall have been issued and no proceedings for this purpose shall have been commenced or shall be pending or, to the best of the Company's knowledge, threatened.

(b) None of the Initial Purchasers shall have discovered and disclosed to the Company (1) on or prior to the Closing Date that any of the Time of Sale Information or any Issuer Written Communication contains an untrue statement of a fact, which in the opinion of counsel for the Initial Purchasers, is material or omits to state any fact which, in the opinion of such counsel is material and is required to be stated therein or is necessary to make the

statements therein not misleading and (2) on or prior to the Closing Date that the Offering Memorandum or any amendment or supplement thereto contains an untrue statement of a fact which, in the opinion of counsel for the Initial Purchasers, is material or omits to state any fact which, in the opinion of such counsel, is material and is required to be stated therein or is necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(c) All corporate proceedings and other legal matters incident to the authorization, form and validity of each of the Transaction Documents, the Conversion Shares, the Time of Sale Information and the Offering Memorandum, and all other legal matters relating to the Transaction Documents and the transactions contemplated thereby, shall be satisfactory in all material respects to the Initial Purchasers, and the Company and the Guarantor shall have furnished to the Initial Purchasers all documents and information that they or their counsel may reasonably request to enable them to pass upon such matters.

(d) Kirkpatrick & Lockhart Nicholson Graham LLP shall have furnished to the Initial Purchasers its written opinion, as counsel to the Company and the Guarantor, addressed to the Initial Purchasers and dated the Closing Date, in form and substance reasonably satisfactory to the Initial Purchasers, substantially to the effect set forth in Annex D hereto.

(e) The Initial Purchasers shall have received from Simpson Thacher & Bartlett LLP, counsel for the Initial Purchasers, such opinion or opinions, dated the Closing Date, with respect to such matters as the Initial Purchasers may reasonably require, and the Company and the Guarantor shall have furnished to such counsel such documents and information as they request for the purpose of enabling them to pass upon such matters.

(f) The Company and the Guarantor shall have furnished to the Initial Purchasers a letter (the "PwC Comfort Letter") of PricewaterhouseCoopers LLP, addressed to the Initial Purchasers and dated the date hereof, in form and substance satisfactory to the Initial Purchasers, substantially to the effect set forth in Annex E hereto.

(g) The Company and the Guarantor shall have furnished to the Initial Purchasers a letter (the "PwC Bring-Down Comfort Letter") of PricewaterhouseCoopers LLP, addressed to the Initial Purchasers and dated the Closing Date (i) confirming that they are an independent registered public accounting firm as required by the Securities Act and the rules and regulatons of the Commission thereunder, (ii) stating, as of the date of the PwC Bring-Down Comfort Letter (or, with respect to matters involving changes or developments since the respective dates as of which specified financial information is given in or incorporated by reference in each of the Time of Sale Information and the Offering Memorandum, as of a date not more than three business days prior to the date of the PwC Bring-Down Comfort Letter), that the conclusions and findings of such accountants with respect to the financial information and other matters covered by the PwC Comfort Letter are accurate and (iii) confirming in all material respects the conclusions and findings set forth in the PwC Comfort Letter.

(h) The Company and the Guarantor shall have furnished to the Initial Purchasers, on behalf of Communications Supply, a letter (the "E&Y Comfort Letter") of Ernst & Young LLP, addressed to the Initial Purchasers and dated the date hereof, in form and substance satisfactory to the Initial Purchasers, substantially to the effect set forth in Annex F hereto.

(i) The Company and the Guarantor shall have furnished to the Initial Purchasers, on behalf of Communications Supply, a letter (the "E&Y Bring-Down Comfort Letter") of Ernst & Young LLP, addressed to the Initial Purchasers and dated the Closing Date (i) confirming that they are an independent registered public accounting firm as required by the Securities Act and the rules and regulatons of the Commission thereunder, (ii) stating, as of the date of the E&Y Bring-Down Comfort Letter (or, with respect to matters involving changes or developments since the respective dates as of which specified financial information is given or incorporated by reference in each of the Time of Sale Information and in the Offering Memorandum, as of a date not more than three business days prior to the date of the E&Y Bring-Down Comfort Letter), that the conclusions and findings of such accountants with respect to the financial information and other matters covered by the E&Y Comfort Letter are accurate and (iii) confirming in all material respects the conclusions and findings set forth in the E&Y Comfort Letter.

(j) Each of the Company and the Guarantor shall have furnished to the Initial Purchasers a certificate, dated the Closing Date, of its chief executive officer and its chief financial officer stating that (A) such officers have carefully examined the Time of Sale Information and the Offering Memorandum, (B) in their opinion, the Time of Sale Information, at the Time of Sale, did not, and at the Closing Date, did not, and the Offering Memorandum, as of its date and as of the Closing Date, did not include any untrue statement of a material fact and did not omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, and since the date of each of the Time of Sale Information and the Offering Memorandum, no event has occurred which should have been set forth in a supplement or amendment to any of the Time of Sale Information or the Offering Memorandum so that the Time of Sale Information or the Offering Memorandum (as so amended or supplemented) would not include any untrue statement of a material fact and would not omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, (C) as of the Closing Date, the representations and warranties of each of the Company and the Guarantor in this Agreement are true and correct in all material respects, each of the Company and the Guarantor has complied in all material respects with all agreements and satisfied in all material respects all conditions on its part to be performed or satisfied hereunder on or prior to the Closing Date, and (D) subsequent to the date of the most recent financial statements contained in each of the Time of Sale Information and the Offering Memorandum (exclusive of amendments or supplements to either after the date hereof), there has been no material adverse change in the financial position or results of operation of the Company, the Guarantor or any of their respective subsidiaries, or any change, or any development including a prospective change, in or affecting the condition (financial or otherwise), results of operations, business or prospects of the Company, the Guarantor and their respective subsidiaries taken as a whole.

(k) The Initial Purchasers shall have received a counterpart of the Registration Rights Agreement which shall have been executed and delivered by a duly authorized officer of each of the Company and the Guarantor.

(l) The Indenture shall have been duly executed and delivered by the Company, the Guarantor and the Trustee, and the Securities shall have been duly executed and delivered by the Company and duly authenticated by the Trustee.

(m) The Securities shall have been approved by the NASD for trading in the PORTAL Market.

(n) If any event shall have occurred that requires the Company under Section 4(e) to prepare an amendment or supplement to any of the Time of Sale Information or the Offering Memorandum, such amendment or supplement shall have been prepared, the Initial Purchasers shall have been given a reasonable opportunity to comment thereon, and copies thereof shall have been delivered to the Initial Purchasers reasonably in advance of the Closing Date.

(o) There shall not have occurred any invalidation of Rule 144A under the Securities Act by any court or any withdrawal or proposed withdrawal of any rule or regulation under the Securities Act or the Exchange Act by the Commission or any amendment or proposed amendment thereof by the Commission which in the judgment of the Initial Purchasers would materially impair the ability of the Initial Purchasers to purchase, hold or effect resales of the Securities as contemplated hereby.

(p) Subsequent to the execution and delivery of this Agreement or, if earlier, the dates as of which information is given in any of the Time of Sale Information or the Offering Memorandum (exclusive of any amendment or supplement thereto), unless otherwise described or contemplated in each of the Time of Sale Information or the Offering Memorandum (exclusive of any amendment or supplement thereto), there shall not have been any change in the capital stock or long-term debt or any change, or any development involving a prospective change, in or affecting the condition (financial or otherwise), results of operations, business or prospects of the Company, the Guarantor and their respective subsidiaries taken as a whole, the effect of which, in any such case described above, is, in the judgment of the Initial Purchasers, so material and adverse as to make it impracticable or inadvisable to proceed with the sale or delivery of the Securities on the terms and in the manner contemplated by this Agreement, the Time of Sale Information and the Offering Memorandum (exclusive of any amendment or supplement thereto).

(q) No action shall have been taken and no statute, rule, regulation or order shall have been enacted, adopted or issued by any governmental agency or body which would, as of the Closing Date, prevent the issuance or sale of the Securities; and no injunction, restraining order or order of any other nature by any federal or state court of competent jurisdiction shall have been issued as of the Closing Date which would prevent the issuance or sale of the Securities.

(r) On or after the Time of Sale (i) no downgrading shall have occurred in the rating accorded the Securities or any of the Company□s or the Guarantor□s other debt securities or preferred stock by any □nationally recognized statistical rating organization□, as such term is defined by the Commission for purposes of Rule 436(g)(2) of the rules and regulations of the Commission under the Securities Act and (ii) no such organization shall have publicly announced that it has under surveillance or review (other than an announcement with positive implications of a possible upgrading), its rating of the Securities or any of the Company□s or the Guarantor□s other debt securities or preferred stock.

(s) On or after the Time of Sale, there shall not have occurred any of the following: (i) trading in securities generally on the New York Stock Exchange, the American Stock Exchange or the over-the-counter market shall have been suspended or limited, or

minimum prices shall have been established on any such exchange or market by the Commission, by any such exchange or by any other regulatory body or governmental authority having jurisdiction, or trading in any securities of the Company or the Guarantor on any exchange or in the over-the-counter market shall have been suspended or (ii) any moratorium on commercial banking activities shall have been declared by federal or New York state authorities or (iii) an outbreak or escalation of hostilities or a declaration by the United States of a national emergency or war or (iv) a material adverse change in general economic, political or financial conditions, including, without limitation, as a result of terrorist activities after the date hereof, (or the effect of international conditions on the financial markets in the United States shall be such) the effect of which, in the case of this clause (iv), is, in the judgment of Lehman, so material and adverse as to make it impracticable or inadvisable to proceed with the sale or the delivery of the Securities on the terms and in the manner contemplated by this Agreement, the Time of Sale Information and in the Offering Memorandum (exclusive of any amendment or supplement thereto).

(t) The Initial Purchasers shall have received on the date hereof duly executed lock-up letter agreements in the form of Annex G hereto from each of the executive officers and directors of the Company.

All opinions, letters, evidence and certificates mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof only if they are in form and substance reasonably satisfactory to counsel for the Initial Purchasers.

6. Termination. The obligations of the Initial Purchasers hereunder may be terminated by the Initial Purchasers, in their absolute discretion, by notice given to and received by the Company prior to delivery of and payment for the Securities if, prior to that time, any of the events described in Section 5(o), (p), (q), (r) or (s) shall have occurred and be continuing.

7. Defaulting Initial Purchasers. (a) If any Initial Purchaser shall default in its obligation to purchase the Securities which it has agreed to purchase hereunder on any Closing Date, the non-defaulting Initial Purchasers may in their discretion arrange for them or another party or other parties to purchase such Securities on the terms contained herein. If within thirty-six hours after such default by any Initial Purchaser, the non-defaulting Initial Purchasers do not arrange for the purchase of such Securities, then the Company shall be entitled to a further period of thirty-six hours within which to procure another party or other parties satisfactory to you to purchase such Securities on such terms. In the event that, within the respective prescribed periods, the non-defaulting Initial Purchasers notify the Company that the non-defaulting Initial Purchasers have so arranged for the purchase of such Securities, or the Company notifies the non-defaulting Initial Purchasers that they have so arranged for the purchase of such Securities, the non-defaulting Initial Purchasers or the Company shall have the right to postpone any Closing Date for a period of not more than seven days, in order to effect whatever changes may thereby be made necessary in the Time of Sale Information, the Offering Memorandum or in any other documents or arrangements, and the Company and the Guarantor agree to promptly prepare any amendments or supplements to the Time of Sale Information and the Offering Memorandum which in your opinion may thereby be made necessary. The term "Initial Purchaser" as used in this Agreement shall include any person substituted under this Section with like effect as if such person had originally been a party to this Agreement with respect to such Securities.

(b) If, after giving effect to any arrangements for the purchase of the Securities of a defaulting Initial Purchaser or Initial Purchaser by the non-defaulting Initial Purchaser and the Company as provided in subsection (a) above, the aggregate number of such Securities which remains unpurchased does not exceed one-eleventh of the aggregate number of all the Securities to be purchased at such Closing Date, then the Company and the Guarantor shall have the right to require each non-defaulting Initial Purchaser to purchase the number of Securities which such Initial Purchaser agreed to purchase hereunder at such Closing Date and, in addition, to require each non-defaulting Initial Purchaser to purchase its pro rata share (based on the aggregate principal amount of Securities which such Initial Purchaser agreed to purchase hereunder) of the Securities of such defaulting Initial Purchaser or Initial Purchasers for which such arrangements have not been made; but nothing herein shall relieve a defaulting Initial Purchaser from liability for its default.

(c) If, after giving effect to any arrangements for the purchase of the Securities of a defaulting Initial Purchaser or Initial Purchasers by the non-defaulting Initial Purchasers and the Company as provided in subsection (a) above, the aggregate principal amount of such Securities which remains unpurchased exceeds one-eleventh of the aggregate principal amount of all of the Securities to be purchased at such Closing Date, or if the Company shall not exercise the right described in subsection (b) above to require non-defaulting Initial Purchasers to purchase Securities of a defaulting Initial Purchaser or Initial Purchasers, then this Agreement shall thereupon terminate, without liability on the part of any non-defaulting Initial Purchaser or the Company or the Guarantor, except for the expenses to be borne by the Company and the Guarantor and the Initial Purchasers as provided in Section 12 hereof and the indemnity and contribution agreements in Section 9 and Section 10 hereof; but nothing herein shall relieve a defaulting Initial Purchaser from liability for its default.

8. Reimbursement of Initial Purchasers Expenses. If this Agreement shall have been terminated pursuant to Section 7 or as a result of the occurrence of any event described in Sections 5(o) or 5(s), the Company and the Guarantor shall not be under any liability to pay the expenses of the Initial Purchasers, except as provided in Sections 9, 10 and 12.

9. Indemnification. (a) Each of the Company and the Guarantor will jointly and severally indemnify and hold harmless each Initial Purchaser, its affiliates, their respective officers, directors, employees, representatives and agents, and each person, if any, who controls any Initial Purchaser within the meaning of the Securities Act or the Exchange Act (collectively referred to for purposes of this Section 9(a) and Section 10 as an Initial Purchaser), against any losses, claims, damages or liabilities, joint or several, to which such Initial Purchaser may become subject, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Preliminary Offering Memorandum, any of the other Time of Sale Information, any Issuer Written Communication or the Offering Memorandum or in any amendment or supplement thereto or in any information provided by the Company or the Guarantor pursuant to Section 4(f), or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each Initial Purchaser for any legal or other expenses reasonably incurred by such Initial Purchaser in connection with investigating or defending any such action or claim as such expenses are

incurred; provided, however, that neither the Company nor the Guarantor shall be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in the Preliminary Offering Memorandum, any of the other the Time of Sale Information, any Issuer Written Communication or the Offering Memorandum or in any amendment or supplement thereto in reliance upon and in conformity with written information furnished to the Company by any Initial Purchaser expressly for use therein.

(b) Each Initial Purchaser, severally and not jointly, shall indemnify and hold harmless each of the Company, the Guarantor, their respective affiliates, their respective officers, directors, employees, representatives and agents, and each person, if any, who controls either the Company or the Guarantor within the meaning of the Securities Act or the Exchange Act (collectively referred to for purposes of this Section 9(b) and Section 10 as the Company), against any losses, claims, damages or liabilities to which the Company may become subject, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Preliminary Offering Memorandum, any of the other Time of Sale Information, any Issuer Written Communication or the Offering Memorandum or in any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Preliminary Offering Memorandum, any of the Time of Sale Information, any Issuer Written Communication or the Offering Memorandum or in any amendment or supplement thereto in reliance upon and in conformity with written information furnished to the Company by such Initial Purchaser through Lehman expressly for use therein; and will reimburse the Company for any legal or other expenses reasonably incurred by the Company in connection with investigating or defending any such action or claim as such expenses are incurred.

(c) Promptly after receipt by an indemnified party under subsection (a) or (b) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve it from any liability which it may have to any indemnified party otherwise than under such subsection. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. No indemnifying party shall, without the written consent of the indemnified party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such

action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the indemnified party from all liability arising out of such action or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party.

10. Contribution. If the indemnification provided for in Section 9 is unavailable to or insufficient to hold harmless an indemnified party under subsection (a) or (b) thereof in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company and the Guarantor on the one hand and the Initial Purchasers on the other from the offering of the Securities. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or if the indemnified party failed to give the notice required under Section 9(c) above, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company and the Guarantor on the one hand and the Initial Purchasers on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company and the Guarantor on the one hand and the Initial Purchasers on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Company and the Guarantor bear to the total discounts and commissions received by the Initial Purchasers. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or the Guarantor on the one hand or the Initial Purchasers on the other and the parties relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company, the Guarantor and the Initial Purchasers agree that it would not be just and equitable if contributions pursuant to this subsection (e) were determined by pro rata allocation (even if the Initial Purchasers were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section 10. The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this Section 10 shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 10, no Initial Purchaser shall be required to contribute any amount in excess of the amount by which the total price at which the Securities purchased by it and distributed to the public were offered to the public exceeds the amount of any damages which such Initial Purchaser has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Initial Purchasers obligations in this Section 10 to contribute are several in proportion to their respective purchase obligations and not joint.

The obligations of the Company and the Guarantor under Section 9 and Section 10 shall be in addition to any liability which the Company and the Guarantor may otherwise

have; and the obligations of the Initial Purchasers under Section 9 and Section 10 shall be in addition to any liability which the respective Initial Purchasers may otherwise have.

11. Persons Entitled to Benefit of Agreement. This Agreement shall inure to the benefit of and be binding upon the Initial Purchasers, the Company, the Guarantor and their respective successors. This Agreement and the terms and provisions hereof are for the sole benefit of only those persons, except (i) as provided in Sections 9 and 10 with respect to affiliates, officers, directors, employees, representatives, agents and controlling persons of the Company, the Guarantor and the Initial Purchasers and in Section 4(f) with respect to holders and prospective purchasers of the Securities and (ii) that any and all obligations of, and services to be provided by Lehman hereunder may be performed, and any and all rights of Lehman hereunder may be exercised, by or through its affiliates. Nothing in this Agreement is intended or shall be construed to give any person, other than the persons referred to in this Section 11, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.

12. Expenses. The Company and the Guarantor jointly and severally agree with the Initial Purchasers to pay (a) the costs incident to the authorization, issuance, sale, preparation and delivery of the Securities, the Guarantee and the Conversion Shares and any taxes payable in that connection; (b) the costs incident to the preparation, printing and distribution of the Preliminary Offering Memorandum, any other Time of Sale Information, any Issuer Written Communication the Offering Memorandum and any amendments or supplements thereto; (c) the costs of reproducing and distributing each of the Transaction Documents; (d) the costs incident to the preparation, printing and delivery of the certificates evidencing the Securities and any Conversion Shares, including stamp duties and transfer taxes, stock exchange taxes, value added taxes, withholding taxes or similar duties or taxes, if any, payable upon authorization, issuance, sale or delivery of the Securities; (e) the fees and expenses of the Company s and the Guarantor s counsel and independent accountants; (f) the fees and expenses of qualifying the Securities and the Guarantee under the securities laws of the several jurisdictions as provided in Section 4(g) and of preparing, printing and distributing Blue Sky Memoranda (including related fees and expenses of counsel for the Initial Purchasers); (g) any fees charged by rating agencies for rating the Securities and the Guarantee; (h) the fees and expenses of the Trustee and conversion agent and any paying agent (including related fees and expenses of any counsel to such parties); (i) all expenses and application fees incurred in connection with the application for the inclusion of the Securities on the PORTAL Market and the approval of the Securities for book-entry transfer through DTC, the listing of the Conversion Shares on the New York Stock Exchange and any listing of the Securities on any securities exchange; and (j) all other costs and expenses incident to the performance of the obligations of the Company and the Guarantor under this Agreement which are not otherwise specifically provided for in this Section 12; provided, however, that except as provided in this Section 12 and Section 8, the Initial Purchasers shall pay their own costs and expenses.

13. No Fiduciary Duty. The Company acknowledges and agrees that (i) the purchase and sale of the Securities pursuant to this Agreement is an arm s-length commercial transaction between the Company, on the one hand, and the several Underwriters, on the other, (ii) in connection therewith and with the process leading to such transaction, each Initial Purchaser is acting solely as a principal and not the agent or fiduciary of the Company, (iii) no Initial Purchaser has assumed an advisory or fiduciary responsibility in favor of the Company

with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether such Initial Purchaser has advised or is currently advising the Company on other matters) or any other obligation to the Company except the obligations expressly set forth in this Agreement, (iv) the Initial Purchasers and their respective affiliates may have interests that differ from those of the Company and (v) the Company has consulted its own legal and financial advisors to the extent it deemed appropriate. The Company agrees that it will not claim that the Initial Purchasers, or any of them, has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Company, in connection with such transaction or the process leading thereto.

This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Company and the Initial Purchasers, or any of them, with respect to the subject matter hereof.

The Company and each of the Initial Purchasers hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

14. Research Independence. In addition, the Company and the Guarantor acknowledge that the Initial Purchasers' research analysts and research departments are required to be independent from their respective investment banking divisions and are subject to certain regulations and internal policies, and that such Initial Purchasers' research analysts may hold and make statements or investment recommendations and/or publish research reports with respect to the Guarantor and/or the offering that differ from the views of its investment bankers. The Company and the Guarantor hereby waive and release, to the fullest extent permitted by law, any claims that the Company or the Guarantor may have against the Initial Purchasers with respect to any conflict of interest that may arise from the fact that the views expressed by their independent research analysts and research departments may be different from or inconsistent with the views or advice communicated to the Company or the Guarantor by such Initial Purchasers' investment banking divisions. The Company and the Guarantor acknowledge that each of the Initial Purchasers is a full service securities firm and as such from time to time, subject to applicable securities laws, may effect transactions for its own account or the account of its customers and hold long or short positions in debt or equity securities of the companies which may be the subject of the transactions contemplated by this Agreement.

15. Survival. The respective indemnities, rights of contribution, representations, warranties and agreements of the Company, the Guarantor and the Initial Purchasers contained in this Agreement or made by or on behalf of the Company, the Guarantor or the Initial Purchasers pursuant to this Agreement or any certificate delivered pursuant hereto shall survive the delivery of and payment for the Securities and shall remain in full force and effect, regardless of any termination or cancelation of this Agreement or any investigation made by or on behalf of any of them or any of their respective affiliates, officers, directors, employees, representatives, agents or controlling persons.

16. Notices, etc. All statements, requests, notices and agreements hereunder shall be in writing, and:

(a) if to the Initial Purchasers, shall be delivered or sent by mail or telecopy transmission to Lehman Brothers Inc., 745 Seventh Avenue, New York 10019, Attention:

Syndicate Department (Fax: 646-834-8133), with a copy, in the case of any notice pursuant to Section 7(c), to the Director of Litigation, Office of the General Counsel, Lehman Brothers Inc., 399 Park Avenue, 10th Floor, New York, New York 10022; or

(b) if to the Company and the Guarantor, shall be delivered or sent by mail or telecopy transmission to the address of the Company and the Guarantor set forth in the Offering Memorandum, Attention: Mr. Stephen A. Van Oss (telecopier no.: (412) 454-2477);

provided, however, that any notice to an Initial Purchaser pursuant to Section 7(c) shall be delivered or sent by mail, telex or facsimile transmission to each such Initial Purchaser, which address will be supplied to any other party hereto by Lehman upon request. Any such statements, requests, notices or agreements shall take effect at the time of receipt thereof. The Company and the Guarantor shall be entitled to act and rely upon any request, consent, notice or agreement given or made on behalf of the Initial Purchasers by Lehman.

17. Definition of Terms. For purposes of this Agreement, (a) the term "business day" means any day on which the New York Stock Exchange, Inc. is open for trading, (b) the term "subsidiary" has the meaning set forth in Rule 405 under the Securities Act and (c) except where otherwise expressly provided, the term "affiliate" has the meaning set forth in Rule 405 under the Securities Act.

18. Initial Purchasers' Information. The parties hereto acknowledge and agree that, for all purposes of this Agreement, the Initial Purchasers' Information consists solely of the statements concerning the Initial Purchasers contained in the last sentence of the second paragraph and the sixth, seventh and eighth paragraphs under the heading "Plan of Distribution" in the Preliminary Offering Memorandum and the Offering Memorandum.

19. **GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

20. Counterparts. This Agreement may be executed in one or more counterparts (which may include counterparts delivered by telecopier) and, if executed in more than one counterpart, the executed counterparts shall each be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

21. Amendments. No amendment or waiver of any provision of this Agreement, nor any consent or approval to any departure therefrom, shall in any event be effective unless the same shall be in writing and signed by the parties hereto.

22. Headings. The headings herein are inserted for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

If the foregoing is in accordance with your understanding of our agreement, kindly sign and return to us a counterpart hereof, whereupon this instrument will become a binding agreement among the Company, the Guarantor and the several Initial Purchasers in accordance with its terms.

Very truly yours,

WESCO DISTRIBUTION, INC.

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

WESCO INTERNATIONAL, INC.

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

Accepted:

Lehman Brothers Inc.
As representative of the several Initial Purchasers

By: LEHMAN BROTHERS INC.

By /s/ Richard Siegel
Name: Richard Siegel
Title: Managing Director

SCHEDULE 1

Initial Purchasers	Principal Amount of Firm Securities
Lehman Brothers Inc.	$ 162,500,000
Credit Suisse Securities (USA) LLC	$ 37,500,000
Goldman, Sachs & Co.	$ 37,500,000
J.P. Morgan Securities Inc.	$ 12,500,000
Total	$ 250,000,000

Exhibit 99.1

NEWS RELEASE

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

WESCO International, Inc. Announces Offering of Convertible Debt Securities

Contact: Stephen A. Van Oss, Senior Vice President and
Chief Financial and Administrative Officer
WESCO International, Inc. (412) 454-2271, Fax: (412) 454-2477
http://www.wesco.com

Pittsburgh, PA, October 25, 2006 – WESCO International, Inc. (NYSE: WCC) today announced that it intends to raise approximately $250 million through an offering of Convertible Senior Debentures due 2026 (Convertible Debentures). In addition, WESCO International may issue up to an additional $50 million Convertible Debentures upon exercise of an option to be granted to the initial purchasers.

The Convertible Debentures of WESCO International will be guaranteed on a senior subordinated basis by WESCO Distribution. Upon conversion, WESCO International will pay cash and, if required, shares of WESCO International common stock.

It is expected that the net proceeds from the offering, along with borrowings under credit facilities, will be used to finance WESCO Distributions previously announced acquisition of Communications Supply Holdings, Inc. The proposed offering of Convertible Debentures is not conditional on the completion of the Communications Supply acquisition.

The offering is being made to qualified institutional buyers pursuant to Rule 144A under the Securities Act. None of the Convertible Debentures (including any shares of common stock issuable upon conversion thereof) or the guarantee thereof have been registered under the Securities Act of 1933 or under any state securities laws and, unless so registered, may not be offered or sold in the United States or to U.S. persons except pursuant to an exemption from, or in a transaction not subject to the registration requirements of the Securities Act and applicable state securities laws. This press release does not constitute an offer to sell or the solicitation of an offer to buy any securities.

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These include, but are not limited to, statements regarding the Companys plans, intentions and expectations. Such statements are inherently subject to a variety of risks and uncertainties that could cause actual results to differ materially from those projected. These risks include, but are not limited to, market conditions and other factors that could affect the Companys ability to complete the proposed debt offering. A more extensive discussion of the risk factors that could impact these areas and the Companys overall business and financial performance can be found in the Companys reports and other filings filed

with the Securities and Exchange Commission. Given these concerns, investors and analysts should not place undue reliance on forward-looking statements.

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WESCO International, Inc. (NYSE: WCC) is a publicly traded Fortune 500 holding company, headquartered in Pittsburgh, Pennsylvania, whose primary operating entity is WESCO Distribution, Inc. WESCO Distribution is a leading distributor of electrical construction products and electrical and industrial maintenance, repair and operating (MRO) supplies, and is the nation s largest provider of integrated supply services. 2005 annual sales were approximately $4.4 billion. The Company employs approximately 6,100 people, maintains relationships with over 24,000 suppliers, and serves more than 100,000 customers worldwide. Major markets include commercial and industrial firms, contractors, government agencies, educational institutions, telecommunications businesses and utilities. WESCO operates seven fully automated distribution centers and approximately 365 full-service branches in North America and selected international markets, providing a local presence for area customers and a global network to serve multi-location businesses and multi-national corporations.

Exhibit 99.2

NEWS RELEASE

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

WESCO International, Inc. Announces Pricing of Convertible Debt Securities

Contact: Stephen A. Van Oss, Senior Vice President and
Chief Financial and Administrative Officer
WESCO International, Inc. (412) 454-2271, Fax: (412) 454-2477
http://www.wesco.com

Pittsburgh, PA, October 26, 2006 – WESCO International, Inc. (NYSE: WCC) today announced that it has entered into an agreement to sell $250 million of its 1.75% Convertible Senior Debentures due 2026 (Convertible Debentures). In addition, WESCO International has granted the initial purchasers of the Convertible Debentures an option to purchase up to an additional $50 million of its Convertible Debentures.

The Convertible Debentures will be convertible under certain circumstances into the Company's common shares at a conversion rate of 11.3437 shares per $1,000 principal amount of Convertible Debentures (equivalent to an initial conversion price of approximately $88.15 per share), subject to adjustment in certain circumstances. Upon conversion, WESCO International will pay cash and, if required, shares of WESCO International common stock. In addition, the Convertible Debentures will accrue contingent interest commencing with the interest period beginning on November 15, 2011 under certain circumstances.

The Convertible Debentures will be redeemable at the Company's option on or after November 15, 2011 at a redemption price equal to 100% of the principal amount of the Convertible Debentures being redeemed plus accrued and unpaid interest. The Convertible Debentures will be subject to repurchase at the option of holders on November 15, 2011, November 15, 2016 and November 15, 2021 and upon the occurrence of certain defined conditions at a repurchase price equal to 100% of the principal amount of the Convertible Debentures being repurchased plus accrued and unpaid interest.

The Convertible Debentures will be guaranteed on a senior subordinated basis by WESCO International's subsidiary, WESCO Distribution, Inc.

The Convertible Debentures are being offered to qualified institutional buyers pursuant to Rule 144A under the Securities Act. None of the Convertible Debentures (including any shares of common stock issuable upon conversion thereof), or the guarantees thereof have been registered under the Securities Act of 1933 or under any state securities laws and, unless so registered, may not be offered or sold in the United States or to U.S. persons except pursuant to an exemption from, or in a transaction not subject to the registration requirements of the Securities Act and

applicable state securities laws. This press release does not constitute an offer to sell or the solicitation of an offer to buy any securities.

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These include, but are not limited to, statements regarding the Company s plans, intentions and expectations. Such statements are inherently subject to a variety of risks and uncertainties that could cause actual results to differ materially from those projected. These risks include, but are not limited to, market conditions and other factors that could affect the Company s ability to complete the proposed debt offering. A more extensive discussion of the risk factors that could impact these areas and the Company s overall business and financial performance can be found in the Company s reports and other filings filed with the Securities and Exchange Commission. Given these concerns, investors and analysts should not place undue reliance on forward-looking statements.

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WESCO International, Inc. (NYSE: WCC) is a publicly traded Fortune 500 holding company, headquartered in Pittsburgh, Pennsylvania, whose primary operating entity is WESCO Distribution, Inc. WESCO Distribution is a leading distributor of electrical construction products and electrical and industrial maintenance, repair and operating (MRO) supplies, and is the nation s largest provider of integrated supply services. 2005 annual sales were approximately $4.4 billion. The Company employs approximately 6,100 people, maintains relationships with over 24,000 suppliers, and serves more than 100,000 customers worldwide. Major markets include commercial and industrial firms, contractors, government agencies, educational institutions, telecommunications businesses and utilities. WESCO operates seven fully automated distribution centers and approximately 365 full-service branches in North America and selected international markets, providing a local presence for area customers and a global network to serve multi-location businesses and multi-national corporations.