

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

AMENDMENT NO. 5 TO
SCHEDULE 14D-1
TENDER OFFER STATEMENT PURSUANT TO SECTION
14(D)(1) OF THE SECURITIES EXCHANGE ACT OF 1934
AND
SCHEDULE 13D
UNDER THE SECURITIES EXCHANGE ACT OF 1934

THE ASK GROUP, INC.

(Name of Subject Company)

SPEEDBIRD MERGE, INC.
COMPUTER ASSOCIATES INTERNATIONAL, INC.

(Bidder)

COMMON STOCK, PAR VALUE \$0.01 PER SHARE

(Title of Class of Securities)

001903103

(CUSIP Number of Class of Securities)

SANJAY KUMAR
SPEEDBIRD MERGE, INC.
COMPUTER ASSOCIATES INTERNATIONAL, INC.
ONE COMPUTER ASSOCIATES PLAZA
ISLANDIA, NEW YORK 11788-7000
(516) 342-5224

(Name, Address and Telephone Number of Person Authorized
to Receive Notices and Communications on Behalf of Bidder)

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1330 AVENUE OF THE AMERICAS
NEW YORK, NEW YORK 10019
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May 25, 1994
(Date Tender Offer First Published,
Sent or Given to Security Holders)

Exhibit Index on Page 5

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Computer Associates International, Inc. (the "Buyer") and its wholly owned subsidiary, Speedbird Merge, Inc., hereby amend and supplement their combined Tender Offer Statement on Schedule 14D-1 and Statement on Schedule 13D, originally filed on May 25, 1994, as amended (the "Statement"), with respect to an offer to purchase all outstanding shares of common stock, par value \$0.01 per share, of The ASK Group, Inc., a Delaware corporation, as set forth in this Amendment No. 5. Capitalized terms not defined herein have the meanings assigned thereto in the Statement.

This amendment constitutes the final amendment to the Schedule 14D-1 required by General Instruction D to Schedule 14D-1 and, pursuant to General Instruction F of Schedule 14D-1, is deemed to satisfy the reporting requirements of Section 13(d) of the Securities Exchange Act of 1934, as amended, for all Shares acquired pursuant to the Offer as reported in this amendment.

ITEM 4. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

The response to Item 4(a) and (b) is hereby amended by the addition of the following paragraph:

The \$250 million Credit Agreement dated as of December 9, 1991 (the "December 9, 1991 Credit Agreement") between the Buyer, as Borrower, the banks and other financial institutions party thereto, as Banks, and Credit Suisse, as Agent, as amended, has been replaced, effective June 21, 1994, by

two new \$250 million Credit Agreements each dated as of June 21, 1994 and entered into by the Buyer with the same banks and financial institutions as were party to the December 9, 1991 Credit Agreement. Copies of the new Credit Agreements are attached hereto as Exhibits (b)(1) and (2), respectively, and are referred to herein, collectively, as the "New Credit Agreements".

Each New Credit Agreement provides for borrowings by the Buyer of up to an aggregate of \$250 million of loans on an unsecured basis. Such loans are repayable (with a right to reborrow) on the last day of each interest rate period applicable thereto, with full and final repayment due on June 21, 1995 (in the case of loans under one New Credit Agreement) or June 21, 1997 (in the case of loans under the other New Credit Agreement), unless extended, in each case, by mutual agreement pursuant to annual evergreen provisions. The loans under the New Credit Agreements will bear interest (at Buyer's option) at (i) the relevant London interbank offered rate plus a margin varying between 0.15% and 0.275% (depending on the applicable New Credit Agreement and on the aggregate amount of loans outstanding under both New Credit Agreements) or (ii) the higher of (x) the relevant Credit Suisse base lending rate and (y) the relevant overnight federal funds rate plus 0.50%. Each New Credit Agreement also includes customary covenants by the Buyer, including consolidated net worth and leverage ratio covenants, that are similar to those contained in the December 9, 1991 Credit Agreement.

ITEM 6. INTEREST IN SECURITIES OF THE SUBJECT COMPANY.

The response to Item 6(a) and (b) is hereby amended by the addition of the following paragraph:

The information contained in the press release issued by the Buyer on June 23, 1994, a copy of which is attached hereto as Exhibit (a)(12), is incorporated herein by reference.

ITEM 11. MATERIAL TO BE FILED AS EXHIBITS.

The response to Item 11 is hereby amended by the addition of the following Exhibits:

- (a)(12) Text of press release issued by the Buyer dated June 23, 1994.
- (b)(1) Credit Agreement dated as of June 21, 1994, between the Buyer, as Borrower, the banks and other financial institutions party thereto, as Banks, and Credit Suisse, as Agent.
- (b)(2) Credit Agreement dated as of June 21, 1994, between the Buyer, as Borrower, the banks and other financial institutions party thereto, as Banks, and Credit Suisse, as Agent.

SIGNATURE

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: June 23, 1994

SPEEDBIRD MERGE, INC.

By/s/ Belden A. Frease

Name: Belden A. Frease

Title: Vice President and Secretary

COMPUTER ASSOCIATES INTERNATIONAL, INC.

By/s/ Belden A. Frease

Name: Belden A. Frease

Title: Senior Vice President and Secretary

EXHIBIT INDEX

Exhibit Number	Exhibit Name
(a)(12)	Text of press release issued by the Buyer dated June 23, 1994.
(b)(1)	Credit Agreement dated as of June 21, 1994, between the Buyer, as Borrower, the banks and other financial institutions party thereto, as Banks, and Credit Suisse, as Agent.
(b)(2)	Credit Agreement dated as of June 21, 1994, between the Buyer, as Borrower, the banks and other financial institutions party thereto, as Banks, and Credit Suisse, as Agent.

Contact: Deborah Coughlin, (516) 342-2173
Vice President - Investor Relations

COMPUTER ASSOCIATES TENDER OFFER FOR THE ASK GROUP CLOSURES
WITH MORE THAN 90 PERCENT ACCEPTANCE

ISLANDIA, N.Y., June 23, 1994 - Computer Associates International, Inc. (NYSE Symbol: CA) today announced the expiration of the tender offer by its wholly owned subsidiary, Speedbird Merge, Inc., for all of the outstanding shares of The ASK Group, Inc. (NASDAQ Symbol: ASKI) common stock at a price of \$13.25 per share in cash. The offer expired at 12:00 midnight, (Eastern Daylight Time), on Wednesday, June 22, 1994, and all shares validly tendered (and not properly withdrawn) prior to such expiration have been accepted for payment and will be paid for promptly.

Chemical Bank, as Depositary, has advised that approximately 23,295,000 shares were tendered in the offer prior to its expiration, which constitute approximately 94 percent of the total number of outstanding shares of common stock of The ASK Group.

Computer Associates has replaced, effective June 21, 1994, its \$250 million Credit Agreement dated as of December 9, 1991 with two new \$250 million Credit Agreements with the same banks and financial institutions that were party to the December 9, 1991 Credit Agreement. The terms of the two new Credit Agreements are similar to those of the December 9, 1991 Credit Agreement, except that the interest rate margins payable by Computer Associates have been reduced and that the final repayments are due June 21, 1995 (in the case of one Credit Agreement) and June 21, 1997 (in the case of the other Credit Agreement) (unless, in each case, extended further by mutual agreement pursuant to annual evergreen provisions). At May 17, 1994, Computer Associates had cash and marketable securities of approximately \$337,000,000. Computer Associates will obtain all funds needed to pay for the shares of the ASK Group accepted for payment in the tender offer from its general corporate funds and by borrowing under these Credit Agreements.

The pending merger of The ASK Group and Speedbird Merge will become effective as soon as reasonably practicable after the satisfaction of the conditions set forth in, and subject to the terms of, the Agreement and Plan of Merger among The ASK Group, Speedbird Merge and Computer Associates (including, without limitation, the resolution of certain matters and the expiration of applicable notice periods, under certain of the ASK Group's stock option plans). Once the pending merger becomes effective, The ASK Group will become a wholly owned subsidiary of Computer Associates.

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COMPUTER ASSOCIATES TENDER OFFER FOR THE ASK GROUP CLOSURES

The purchase price and associated charges will be allocated among the identifiable tangible and intangible assets of The ASK Group based on their fair market value at the acquisition date under the purchase method of accounting for business combinations. The costs of purchased research and development for that portion of the acquired technology that has not reached the working model stage and has no alternative future use will be written off against the Company's earnings in the first quarter ending June 30, 1994. The after tax charge against earnings is initially projected to be approximately \$150 million, or approximately \$.89 per share.

Computer Associates with 7,000 employees around the world, is the leading software company for integrated systems, database management, business applications and application development solutions. These programs operate across a full spectrum of mainframe, midrange and desktop computers. Founded in 1976, CA became a public company in 1981 and now serves most of the world's major business, government, research and educational organizations. Fiscal year 1994 revenues exceeded \$2.1 billion.

CREDIT AGREEMENT

between

COMPUTER ASSOCIATES INTERNATIONAL, INC.

as Borrower

and

THE BANKS AND OTHER FINANCIAL
INSTITUTIONS PARTY HERETO

as Banks

and

CREDIT SUISSE

as Agent

(Short Term Revolver)

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EXHIBITS

Exhibit A - Assignment and Acceptance Agreement

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CREDIT AGREEMENT

This CREDIT AGREEMENT, dated as of June 21, 1994, is made by and between COMPUTER ASSOCIATES INTERNATIONAL, INC., a Delaware corporation ("Borrower"), the banks and other financial institutions parties hereto ("Banks"), and CREDIT SUISSE, as agent for the Banks (in such capacity, "Agent").

The parties hereto agree as follows:

ARTICLE I

Definitions and Interpretation

Section 1.1 Defined Terms. As used in this Agreement:

"Affiliate" means, as to any Person, any other Person directly or indirectly controlling or controlled by or under common control with such Person.

"Agency Office" means the office of Agent designated on the Commitment Schedule, or such other office of Agent as Agent may from time to time designate by notice to Borrower and the Banks.

"Agent" means Credit Suisse in its capacity as agent for the Banks hereunder, any successor thereto in such capacity.

"Alternate Credit Facility" shall mean the long-term revolving Credit Agreement dated as of June 21, 1994 among Borrower, Credit Suisse as agent and certain banks and financial institutions named therein, as it may be amended or supplemented from time to time.

"Applicable Agent's Account" means the account of Agent maintained at the Agency Office, or such other account of Agent as may be hereafter from time to time designated by Agent upon notice to the Borrower and the Banks, as the account through which the Banks are to make Loans and the Borrower is to repay Loans and to pay the other sums due under this Agreement.

"Applicable Lending Office" means with respect to each Bank the office of such Bank designated on the Commitment Schedule, or in the Assignment and Acceptance

Agreement or Additional Commitment Agreement pursuant to which it became a Bank, or such other office of such Bank as such Bank may from time to time designate by notice to Borrower and the Agent.

"Assignee" has the meaning ascribed thereto in Section 8.11.

"Assignment and Acceptance Agreement" means an assignment and acceptance agreement, in compliance with Section 8.11 and substantially in the form of Exhibit A hereto.

"Bank Holding Company" means any Person that directly or indirectly controls any Bank.

"Banks" means the banks and other financial institutions signatory hereto in their capacity as Banks, any Assignees hereafter added as Banks under one or more Assignment and Acceptance Agreements pursuant to Section 8.11.

"Banking Day" means (a) a day on which banks are not required or authorized to close in the city in which the Agency Office or any Applicable Lending Office is located, and, in matters relating to the determination of a Eurodollar Rate or Interest Period, a day on which the London interbank market deals in Dollar deposits, and (b) with respect to a day on which a Notice of Borrowing is to be given to Agent at the Agency Office or on which notifications or other documents are to be received by, or an action is required of, Agent at the Agency Office pursuant to the provisions of this Agreement, a day on which banks are not required or authorized to close in the city in which the Agency Office is located.

"Base Rate" means a fluctuating rate per annum (based on a year of 365 or 366 days, as the case may be, and calculated on actual days elapsed) which is at all times equal to the higher of (a) the rate per annum publicly announced by Credit Suisse from time to time as its base lending rate for commercial loans in Dollars in the United States or (b) the Federal Funds Rate plus a margin of 0.50 percentage points, the Base Rate to change as and when such rates change. The base lending rate is not the lowest rate of interest charged by Credit Suisse in connection with extensions of credit.

"Base Rate Loan" means any Loan during any period that such Loan is bearing interest as provided in Section 2.3(a).

"Closing Date" means the date on which the first Loan under any Commitment is made.

"Commitment" means, as to any Bank, the amount set forth opposite such Bank's name as its Commitment on the Commitment Schedule, subject to adjustment for the effect of any one or more Assignment and Acceptance Agreements to which such Bank may be a party.

"Commitment Schedule" means the schedule attached as Schedule 1 hereto.

"Compliance Certificate" means a certificate of, and duly executed by, a Responsible Officer of Borrower in the form of Exhibit B hereto.

"Consolidated Net Worth" means at any date of determination thereof, all amounts that would, in conformity with generally accepted accounting principles, be included as shareholders' equity on a consolidated balance sheet of Borrower and its Subsidiaries as of such date, in accordance with generally accepted accounting principles.

"Control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person whether through the ownership of voting securities, by contract, or otherwise.

"Credit Documents" means this Agreement, the Alternate Credit Facility, any Assignment and Acceptance Agreements, and any certificates, opinions, warranties and representations, assignments, guaranties, security agreements, mortgages and deeds of trust and other documents heretofore, now or hereafter delivered pursuant to or in connection with any one or more of the foregoing.

"Debt" means (i) indebtedness for borrowed money, (ii) obligations to pay the deferred purchase price of property or services, (iii) obligations as lessee under leases which shall have been or should be, in accordance with generally accepted accounting principles, recorded as capital leases, (iv) obligations evidenced by bonds, debentures, notes, or equivalent instruments, (v) reimbursement obligations in respect of drawings made or available under letters of credit, (vi) obligations under direct or indirect guaranties in respect of, and obligations (contingent or otherwise) to purchase or otherwise acquire, or otherwise to assure a creditor against loss in respect of, indebtedness or obligations of others of the kinds

referred to in clauses (i) through (v) above, (vii) liabilities in respect of unfunded vested benefits under plans covered by Title IV of ERISA, and (viii) withdrawal liability incurred under ERISA to any Multiemployer Plan.

"Directive" means any Law, and any directive, guideline or requirement of any governmental authority (whether or not having the force of law), but, if not having the force of law, the compliance with which is in accordance with the general practice of the Person to whom the Directive is addressed or applies.

"Dollar" and "\$" means the lawful currency of the United States of America.

"Effective Date" has the meaning given that term in Section 8.16.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

"ERISA Affiliate" means any trade or business (whether or not incorporated) which is a member of a group of which Borrower is a member and which is under common control with Borrower within the meaning of the regulations under Section 414 of the IRC.

"Eurocurrency Liabilities" has the meaning specified in Regulation D promulgated by the Board of Governors of the Federal Reserve System, as in effect from time to time or any successor Directive.

"Eurodollar Rate" means, for each Interest Period for each Eurodollar Rate Loan, the rate of interest per annum (based on a year of 360 days and calculated on actual days elapsed) equal at all times during such Interest Period to the quotient (rounded to the nearest one-sixteenth of one percent (0.0625%)) of (i) the rate of interest determined by Agent to be the arithmetic average (rounded upward, if necessary, to the next higher 1/100 of 1%) of the rates at which deposits in Dollars are offered by Reference Banks to prime banks in the London interbank market at 10:00 a.m. (New York City time) two Banking Days before the first day such Interest Period for a period equal to such Interest Period and in an amount as to each Reference Bank substantially equal to the Eurodollar Rate Loan of such Reference Bank divided by (ii) a percentage equal to 100% minus the Eurodollar Rate Reserve Percentage for such Interest Period.

"Eurodollar Rate Loan" means any Loan during any period that such Loan is bearing interest as provided in subclause (i) of Section 2.3(b).

"Eurodollar Rate Margin" means a margin of (x) 0.20% per annum, if the aggregate amount of Tranche A Loans and Tranche B Loans outstanding as of any date on which a determination of the Eurodollar Rate Margin is to be made hereunder is less than or equal to \$250 million, or (y) 0.275% per annum, in any other case.

"Eurodollar Rate Reserve Percentage" for each Interest Period for each Eurodollar Rate Loan means the reserve percentage applicable during such Interest Period under regulations issued from time to time by the Board of Governors of the Federal Reserve System or any successor (or, if different percentages shall be applicable during different periods within such Interest Period, the daily average of such percentages during such Interest Period) for determining the maximum reserve requirement (including, without limitation, any emergency, supplemental or other marginal reserve requirement, with respect to liabilities or assets consisting of or including Eurocurrency Liabilities having a term equal to such Interest Period.

"Event of Default" has the meaning specified in Section 6.1.

"Existing Commitments" means, with respect to each of the Existing Participating Banks, such Person's Commitment under the Existing Credit Agreement.

"Existing Credit Agreement" means that certain Credit Agreement, dated as of December 9, 1991, among Borrower, Credit Suisse, as an Existing Participating Bank and as agent for the Existing Participating Banks, and the Existing Participating Banks, as banks, as amended.

"Existing Loans" means all Loans as defined in the Existing Credit Agreement outstanding on the Effective Date and set forth in Schedule 2 annexed to this Agreement.

"Existing Participating Banks" means each of Credit Suisse, Chemical Bank, Mellon Bank, N.A., National Westminster Bank USA, Shawmut Bank, N.A., The Fuji Bank Limited, New York Branch, The Bank of Nova Scotia, The Bank of New York and The Bank of Tokyo Trust Co. Ltd., as Banks under the Existing Credit Agreement.

"Federal Funds Rate" means, for any day, the rate per annum (rounded upwards, if necessary, to the nearest

one-hundredth (1/100th) of one percent (1%)), equal to the weighted average of the rates of overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers as published for such day (or if such day is not a Banking Day, for the next preceding Banking Day) by the Federal Reserve Bank of New York, or if such rate is not so published for any day which is a Banking Day, the average of the quotations for such day on such transactions received by Agent from three (3) federal funds brokers of recognized standing selected by Agent.

"Fees" has the meaning ascribed thereto in Section 2.5.

"Interest Period" means, for each Loan, the period commencing on the date of such Loan and ending on the last day of the period selected by Borrower with respect to Loans made to it pursuant to the provisions of Section 2.1. The duration of each such Interest Period shall be (i) in the case of a Eurodollar Rate Loan, 1, 2, 3, 6, 9 or 12 months, (ii) in the case of a Base Rate Loan, any period; provided, however, that:

(i) Borrower may not select any Interest Period which ends after the then existing Termination Date;

(ii) whenever the last day of any Interest Period would otherwise occur on a day other than a Banking Day, the last day of such Interest Period shall be extended to occur on the next succeeding Banking Day; provided, however, that, with respect to any Interest Period for a Eurodollar Rate Loan, if such extension would cause the last day of such Interest Period to occur in the next following month, the last day of such Interest Period shall occur on the next preceding Banking Day.

"IRC" means the Internal Revenue Code of 1986, as amended from time to time.

"Laws" means all federal, state, local or foreign laws, rules, regulations and treaties, all judgments, awards, orders, writs, injunctions or decrees issued by any federal, state, local or foreign authority, court, tribunal, agency or other governmental authority, or by any arbitrator, all permits, licenses, approvals, franchises, notices, authorizations and similar filings, by or with any federal, state, local or foreign governmental authority and all consent decrees or regulatory agreements with any federal, state, local or foreign governmental authority.

"Liens" means any lien, mortgage, security interest, pledge, encumbrance, charge, conditional sale or other title retention arrangement, or any undertaking or arrangement with respect to property or rights (including a "negative pledge") which has the practical effect of preventing the grant of a security interest or lien securing the Obligations.

"Loan" means any Loan made pursuant to Section 2.1.

"Majority Banks" means:

(a) As of any time before the Termination Date, except during any period that an Event of Default pursuant to Section 6.1(a) has occurred and is continuing, Banks holding Commitments which collectively constitute more than 50% of the total Commitments; and

(b) As of any time on or after the Termination Date, and during any period that an Event of Default pursuant to Section 6.1(a) has occurred and is continuing, Banks whose total outstanding Loans exceed 50% of the total outstanding Loans of all Banks.

"Material Subsidiary" means any Person which is (a) any Subsidiary of Borrower which holds any capital stock of Borrower, or (b) a Subsidiary of Borrower which is a "significant subsidiary", with respect to Borrower as defined in Section 1-02(v) of Regulation S-X of the Securities and Exchange Commission (17 C.F.R. 210.1-02(v)) as the same may be from time to time amended or the equivalent definition under any successor or replacement regulation of the Securities and Exchange Commission; provided, however, that no Person which has at any time been a Material Subsidiary by reason of clause (a) or (b) of the above definition shall cease to be such a Material Subsidiary for the purposes hereof unless Borrower has theretofore given Agent notice of such change in status pursuant to Section 5.1(h)(ix).

"Maturity Date" means with respect to each Loan, the last day of the Interest Period applicable to such Loan.

"Multiemployer Plan" means a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA to which Borrower or any ERISA Affiliate is making or accruing an obligation to make contributions, or has within any of the preceding five plan years made or accrued an obligation to make contributions, such plan being maintained pursuant to one or more collective bargaining agreements.

"Notice of Borrowing" means a request by Borrower for Loans pursuant to Section 2.1 and in the form of Exhibit C hereto.

"Obligations" means any and all obligations, indebtedness and liability of Borrower of every kind and character, owed to Agent or Banks, arising directly or indirectly out of or in connection with the Credit Documents (including any modifications, amendments, extensions, restatements or renewals of, supplements to, or substitutions or replacements for, any one or more of the Credit Documents), and including all such obligations, indebtedness and liability, whether for principal, interest (including interest that, but for the filing of a petition in bankruptcy with respect to Borrower, would have accrued on the Obligations), reimbursement obligations, fees, costs, expenses, premiums, charges, attorneys' fees, indemnity, whether heretofore, now, or hereafter made, incurred or created, whether voluntarily or involuntarily and however arising, whether or not due, whether absolute or contingent, liquidated or unliquidated, or determined or undetermined, and whether Borrower may be liable individually or jointly with others.

"Person" means an individual, partnership, corporation (including a business trust), joint stock company, trust, unincorporated association, joint venture or other entity, or a government or any political subdivision or agency thereof.

"Plan" means a single employer plan, as defined in Section 4001(a)(15) of ERISA, which either (i) is maintained for employees of Borrower or an ERISA Affiliate and no Person other than Borrower and its ERISA Affiliate, (ii) is maintained for employees of Borrower or an ERISA Affiliate and at least one Person other than Borrower and its ERISA Affiliates, or (iii) was so maintained in respect of which Borrower or an ERISA Affiliate could have liability under Section 4064 or 4069 of ERISA in the event such plan has been or were to be terminated.

"Reference Banks" means the New York City office of Credit Suisse and the Pittsburgh, Pennsylvania office of Mellon Bank or any substitute Reference Bank for either of the foregoing from time to time selected by Agent with Borrower's written consent (which consent shall not be unreasonably withheld).

"Reportable Event" has the meaning assigned to that term in Title IV of ERISA.

"Responsible Officer" means, as to any Person, the president, chief executive officer, chief operating officer, chief financial officer, executive vice president, treasurer, or controller of such Person, and as to Borrower, such other officer of Borrower designated by a Responsible Officer of Borrower by notice delivered to Agent.

"Subsidiary" means, as to any Person, any now existing or hereafter organized corporation, partnership, joint venture or other organization in which such Person, directly or indirectly, owns beneficially or of record equity securities (or securities currently convertible into equity securities) which give such Person directly or indirectly, upon conversion, exercise or otherwise, an interest of 50 percent or more of any of the profits, losses, capital or property of, or ordinary voting power in respect of, such corporation, partnership, joint venture or other organization.

"Termination Date" means June 20, 1995 or such later date to which the Commitment may be extended pursuant to Section 2.9 provided, however, that if the whole of the Commitments are sooner terminated pursuant to Section 6.1 or otherwise, then the Termination Date shall be such earlier date of termination.

"Tranche A Commitment" means, with respect to any Bank, the Commitment of such Bank to make Tranche A Loans.

"Tranche A Loan" means any Loan made pursuant to this Agreement.

"Tranche B Commitment" means, with respect to any Bank, the commitment of such Bank to make Tranche B Loans.

"Tranche B Loans" means any loans made pursuant to the Alternate Credit Facility.

"Type" means, with respect to any Loan, a Base Rate Loan or a Eurodollar Rate Loan.

Section 1.2 Computation of Time Periods. In this Agreement in the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the word "to" and "until" means "to but excluding".

Section 1.3 Accounting Terms. All accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles

applied consistently with the financial statements referenced in Section 4.1(k).

Section 1.4 No Presumption Against Any Party. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against any Bank or Borrower, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by each of the parties and their counsel and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

Section 1.5 Use of Certain Terms. Unless the context of this Agreement requires otherwise, the plural includes the singular, the singular includes the plural, the part includes the whole, "including" is not limiting, and "or" has the inclusive meaning of the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and other similar terms of this Agreement refer to this Agreement as a whole and not exclusively to any particular provision of this Agreement.

Section 1.6 Headings and References. Section and other headings are for reference only, and shall not affect the interpretation or meaning of any provision of this Agreement. Unless otherwise provided, references to Articles, Sections, Schedules, and Exhibits shall be deemed references to Articles, Sections, Schedules and Exhibits of this Agreement. References to this Agreement and any other Credit Document include this Agreement and other Credit Documents as the same may be modified, amended, restated or supplemented from time to time pursuant to the provisions hereof or thereof. A reference to a Person includes the successors and assigns of such Person, but such successors and assigns shall have rights under this Agreement only to the extent permitted hereby.

Section 1.7 Independence of Provisions. All agreements and covenants hereunder and under the other Credit Documents shall be given independent effect such that if a particular action or condition is prohibited by the terms of any such agreement or covenant, the fact that such action or condition would be permitted within the limitations of another agreement or covenant shall not be construed as allowing such action to be taken or condition to exist.

ARTICLE II

Amounts and Terms of the Loans

Section 2.1 The Loans.

(a) The Loan Commitments. Each Bank severally agrees on the terms and conditions set forth in this Agreement (including those of Article III hereof), to make Loans, in each case, to the extent of its Commitment from time to time on any Banking Day at the Applicable Lending Office during the period from the date hereof until, but not including, the Termination Date. Each Loan shall be made by the Banks ratably according to each Bank's Commitment, and shall be in an aggregate amount not less than \$5,000,000 or an integral multiple of \$500,000 in excess thereof. Loans may be borrowed, repaid or prepaid pursuant to Section 2.2, and reborrowed (including a reborrowing for the purpose of refunding an outstanding Loan in whole or in part) under this Section 2.1.

(b) Notice of Borrowing. Each Loan shall be made on a Notice of Borrowing given by Borrower to Agent at the Agency Office not later than 12:00 Noon (local time in the city where the Agency Office is situated) on (x) the third Banking Day prior to the date of the proposed Loan, in the case of any Eurodollar Rate Loan for which an Interest Period of 1, 2, 3 or 6 months is specified in the Notice of Borrowing, or (y) the fourth Banking Day prior to the date of the proposed Loan, in the case of any Eurodollar Rate Loan for which an Interest Period of 9 or 12 months is specified in the Notice of Borrowing, or (z) the Banking Day prior to the date of the proposed Loan, in the case of any Base Rate Loan. The Agent shall give to each Bank prompt notice thereof by telex, cable or telefacsimile, but in any event, such notice shall be received by each Bank prior to 3:00 P.M. New York City time on the date Agent receives a Notice of Borrowing. Each such Notice of Borrowing shall be by telex, cable, telefacsimile, or telephone confirmed promptly in writing, but in no event shall such written confirmation be received by Agent later than 12:00 Noon (local time in the city where the Agency Office is situated) on the Banking Day prior to such Loan, specifying therein (i) the date of such Loan, (ii) the aggregate amount of such Loan, (iii) the requested interest rate option under Section 2.3(a) or (b) and (iv) Interest Period for the Loan. In the event Borrower fails to specify an Interest Period for any Loan, such Interest Period shall be for one month, unless the Base Rate has been requested (or deemed selected) in which case, such Interest Period shall be for 30 days. Each Bank with respect to such Loan shall, before 12:00 Noon

(local time in the city the Agency Office is situated) on the date of such Loan, make available to Agent at the Agency Office in same day funds in Dollars for credit to the Applicable Agent's Account, such Bank's ratable portion of such Loan and, unless Agent has been notified by a Bank pursuant to Section 2.1(d) hereof that such Bank will not make available its ratable portion of such Loan, Agent will make such funds available to Borrower at the Agency Office on the date of such Loan; provided, however, in no event shall a Bank be required to make funds available to Agent prior to 11:00 A.M. New York City time on the date of such Loan.

(c) Notice of Borrowing Irrevocable. Each Notice of Borrowing shall be irrevocable and binding on Borrower. Borrower shall indemnify each Bank against any loss, cost or expense incurred by such Bank as a result of any failure to fulfill on or before the date specified in such Notice of Borrowing, the applicable conditions set forth in Article III, including, without limitation, any loss (including loss of anticipated profits), cost or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by such Bank to fund the Loan to be made by such Bank when such Loan, as a result of such failure, is not made on such date.

(d) Agent's Reliance on Bank Loans. Unless Agent shall have received notice from a Bank prior to the date of any Loan, that such Bank will not make available to Agent such Bank's ratable portion of such Loan (based on the Commitments of each Bank hereunder), Agent may assume that such Bank has made such portion available to Agent on the date of such Loan in accordance with subsection (b) of this Section 2.1, and Agent may, in reliance upon such assumption, make available to Borrower on such date a corresponding amount. If and to the extent that such Bank shall not have so made such ratable portion available to Agent, such Bank and Borrower severally agree to repay to Agent forthwith on demand such corresponding amount together with interest thereon, for each day from the date such amount is made available to Borrower until the date such amount is repaid to Agent, at (i) in the case of Borrower, the interest rate applicable at the time to such Loan and (ii) in the case of such Bank, the Federal Funds Rate. If such Bank shall repay such amount to Agent, such repayment shall constitute such Bank's ratable portion of such Loan for purposes of this Agreement.

(e) Failure to Make Loan. The failure of any Bank to make the Loan to be made by it shall not relieve any other Bank of its obligation, if any, hereunder to make its

Loan on the date of such Loan, but no Bank shall be responsible for the failure of any other Bank to make the Loan to be made by such other Bank on the date of any Loan.

(f) Notice of Interest Rate, Interest Period and Type of Loan. Agent shall give prompt notice to Borrower and the Banks of the applicable interest rate for such Loan determined by Agent pursuant to Section 2.3 hereof as soon as reasonably practicable after such rate is determined by the Agent and in no event later than two Banking Days prior to making such Loan in the case of any Eurodollar Rate Loan. Such notice shall also provide the Interest Period.

Section 2.2 Repayment.

(a) Scheduled Repayments. Borrower shall (i) repay each Loan on the Maturity Date for such Loan (such repayment may be by reborrowing pursuant to the provisions of Section 2.1 hereof to the extent Loans are then available under the applicable Commitments and otherwise under the provisions of this Agreement) and (ii) repay all its outstanding Loans on the Termination Date and (iii) repay such of its outstanding Loans as may be required at any time or from time to time to assure that the principal balance of all outstanding Loans does not exceed the aggregate Commitments hereunder.

(b) Voluntary Prepayments. Upon at least three Banking Days' notice to Agent by Borrower stating the proposed date and aggregate principal amount of the prepayment, Borrower may, and if such notice is given Borrower shall, prepay the outstanding principal amount of any Loan, as identified by Borrower in such notice, in whole or in part, together with accrued interest to the date of such prepayment on the principal amount prepaid, as well as any additional amount owed by Borrower pursuant to Section 2.3(c), provided that each partial prepayment shall be in an aggregate amount of \$1,000,000 or an integral multiple of \$500,000 in excess thereof.

Section 2.3 Interest on Loans.

(a) Base Rate Loans. Except to the extent that Borrower shall have elected in the applicable Notice of Borrowing to pay interest on any Loan for an Interest Period pursuant to subsection (b) of this Section 2.3, and, in any case, from and after the Maturity Date of each Loan, Borrower shall pay interest on the unpaid principal amount of each Loan made to Borrower, from the date of such Loan until such principal amount is paid in full, at a fluctuating interest rate per annum equal to the Base Rate,

together with, in each case, any additional interest rate margin as shall be applicable under subsection (f) of this Section 2.3.

(b) Eurodollar Rate Loans. Borrower may, if no Event of Default has occurred and is continuing and subject to the provisions of this Section 2.3 (as of the date the relevant Notice of Borrowing is required to be given pursuant to Section 2.1), elect to pay interest on each Loan made to Borrower during the Interest Period selected therefor in the relevant Notice of Borrowing at a rate per annum equal to the sum of the Eurodollar Rate for such Interest Period plus the Eurodollar Rate Margin by selecting the same in the Notice of Borrowing pursuant to which such Loan was made received by the Agent as specified in Section 2.1(b), together with, in each case, any additional interest rate margin as shall be applicable under subsection (f) of this Section 2.3. From and after the Maturity Date of each Interest Period for any Eurodollar Rate Loan and until repaid, the unpaid principal balance thereof shall automatically become, and bear interest as, a Base Rate Loan.

(c) Breakage Expenses. If for any reason and at any time or from time to time, including without limitation voluntary prepayment of principal or payment of principal at any accelerated maturity, the outstanding principal balance of any Eurodollar Rate Loan is reduced in whole or in part prior to the Maturity Date of the applicable Interest Period by reason of the reduction of any Loan, then, in addition to accrued interest thereon, Borrower shall pay to each Bank for credit to the Applicable Agent's Account, on demand by such Bank, (i) the amount by which the interest which would have accrued on the amount of such principal reduction subject to such Interest Period until such Maturity Date had such principal reduction not been made, exceeds the interest obtained by such Bank in the reemployment of such principal reduction for the balance of such Interest Period (such reemployment of funds to be at reasonable market rates consistent with the customary practices of such Bank) and (ii) any cancellation or similar fees incurred by or allocated to lenders of funds borrowed by such Bank to carry the unpaid principal sum thereof at the applicable Eurodollar Rate, and a certificate as to such excess and fees submitted by such Bank to Borrower shall, absent manifest error, be final and conclusive.

(d) Eurodollar Rate Loans Not Available. In the event that prior to the commencement of any Interest Period for any Eurodollar Rate Loans, (x) Agent notifies Borrower and each Bank that (1) adequate and fair means do not exist

for Agent to ascertain the relevant Eurodollar Rate, or (2) one or more of the Reference Banks or Agent, as applicable, is not offering deposits in Dollars in the relevant interbank market in the amount, at the time, or for the Interest Period necessary fairly and adequately to determine the relevant Eurodollar Rate, or (y) Banks whose Loans will exceed 50% of all Loans, notify Agent (and Agent shall promptly notify all other Banks and Borrower) that the relevant Eurodollar Rate will not adequately reflect the cost to the Banks giving such notification of making or maintaining their Eurodollar Rate Loans for such Interest Period, then, and in each such event, (i) the obligation of the Banks to make such Type of Loan shall be suspended, and (ii) all Loans on or after notice of such an event shall be Base Rate Loans for the balance of the applicable Interest Period, and, until Agent shall notify Borrower and the Banks that the circumstances specified in clause (x) or (y) above no longer continue, further Loans must be Base Rate Loans.

(e) Eurodollar Loans Unlawful. In the event that any Bank shall have determined (which determination, absent manifest error, shall be final and conclusive) that the making or continuation of any interest rate based on the Eurodollar Rate, has become unlawful (or impracticable by compliance by such Bank in good faith with any Directive) with respect to a Commitment of such Bank, then, and in any such event, effective upon notice by such Bank to Agent and Borrower and until such notice is rescinded, no such Type of Loan shall be available under such Commitment with respect to future Loans made by such Bank and any such existing Eurodollar Rate Loan shall from and after such notice, become a Base Rate Loan for the balance of the Interest Period, and the Applicable Borrower shall pay to such Bank, upon demand, any reasonable amounts necessary to compensate such Bank in making such change in interest rates, including any interest or fees payable by such Bank to lenders of funds obtained by it in order to make or maintain such Loan, and a certificate of such Bank as to such interest, fees and other amounts to be conclusive absent manifest error; provided, however, that (i) to the extent it may lawfully do so without incurring any material penalty or increased costs, such Bank shall continue the existing Eurodollar Rate Loan until the Maturity Date of the relevant Interest Period, and (ii) before such termination, such Bank shall use reasonable efforts (consistent with internal policies and applicable Directives) to designate a different Applicable Lending Office if the making of such designation would avoid such illegality and would not, in the judgment of such Bank, be otherwise to its disadvantage.

(f) Default Interest Rate. If an Event of Default has occurred, then from and after the date of occurrence of such Event of Default, and so long as such Event of Default continues, the rate or rates of interest applicable to the then and any subsequent outstanding Loans shall in all cases be increased by an additional two percentage points.

(g) Interest Payment Dates. Borrower shall pay accrued interest on each Loan, determined and calculated as herein provided, as follows: (i) interest accruing on each Eurodollar Rate Loan during an Interest Period is payable on (x) the Maturity Date for such Interest Period, and if such Interest Period is for more than three months, then also on the same day of each third month of such Interest Period as corresponds to the first day of such Interest Period (and if there is no such corresponding day of the month, then on the last Banking Day of such month) or (y) the Termination Date, if earlier; and (ii) interest accruing on each Base Rate Loan during an Interest Period is payable on (x) the Maturity Date for such Interest Period, and if such Interest Period extends beyond the last Banking Day of any March, June, September or December, then also on the last Banking Day of each March, June, September or December during such Interest Period or (y) the Termination Date, if earlier; provided, however, that interest accruing on and after the Termination Date shall be due and payable daily.

Section 2.4 Payments and Computations.

(a) Payments to Applicable Agent's Account. Except as provided in Section 2.7, Borrower shall pay all amounts due to Agent and Banks hereunder and under any other Credit Document to which it is a party, without condition or deduction for any counterclaim, defense, recoupment or setoff, in Dollars and in same day funds delivered to Agent not later than (i) 12:00 noon (local time in the city where the Agency Office is situated) on the day when due by deposit of such funds to the Applicable Agent's Account. Agent will promptly thereafter cause to be distributed like funds relating to the payment of principal, interest, or Fees ratably (other than amounts subject to Taxes pursuant to Section 2.7 and Agent's Fees payable under Section 2.5(a)(i)), in accordance with the outstanding Loans of the Banks (in the case of payments of principal or interest) or the Commitments of the Banks (in the case of payments of Fees, other than Agent's Fees payable under Section 2.5(a)(i)), to the Banks for the account of their respective Applicable Lending Offices, and like funds relating to the payment of any other amount payable to any Bank to such Bank for the account of its Applicable Lending Office to be

applied in accordance with, and subject to, the terms of this Agreement. Upon an Assignment and Acceptance Agreement becoming effective as provided in Section 8.11 and recording by Agent of the information contained therein in the register maintained for purposes of this Agreement by Agent at its Agency Office, from and after the effective date specified in such Assignment and Acceptance Agreement, Agent shall make all payments hereunder and under any other Credit Document in respect of the interest assigned thereby to the Assignee thereunder, and the parties to such Assignment and Acceptance Agreement shall make all appropriate adjustments in such payments for periods prior to such effective date directly between themselves.

(b) Setoff. Borrower hereby authorizes each Bank, if and to the extent payment owing to such Bank from Borrower is not made when due hereunder to charge from time to time against any or all of Borrower's accounts with such Bank any amount so due.

(c) Interest Computations. (i) Computations of interest for the Eurodollar Rate, and the Federal Funds Rate, and computations of Fees, shall be made by Agent on the basis of a year of 360 days, (ii) computations of interest for the Base Rate shall be made by Agent on the basis of a year of 365 or 366 days, as the case may be, and (iii) all computations in every case shall be for the actual number of days (including the first day but excluding the last day) occurring in the period for which such interest or Fees are payable. Each determination by Agent of an interest rate hereunder shall be conclusive and binding for all purposes, absent manifest error.

(d) Agent's Reliance on Borrower Payments. Unless Agent shall have received notice from Borrower prior to the date on which any payment is due to a Bank hereunder that Borrower will not make such payment in full, Agent may assume that Borrower has made such payment in full to Agent on such date and Agent may, in reliance upon such assumption, cause to be distributed to Banks on such due date an amount equal to the amount then due to such Banks. If and to the extent Borrower shall not have so made such payment in full to Agent, each Bank shall repay to Agent forthwith on demand such amount distributed to such Bank together with interest thereon, for each day from the date such amount is distributed to such Bank until the date such Bank repays such amount to Agent, at the Federal Funds Rate.

(e) Application of Payments. Amounts received by Agent for application to the principal of any Loans shall be applied (i) if received on or before the Termination Date

(if not specified by Borrower or if received after the occurrence and continuance of an Event of Default) first, to the ratable payment of the outstanding Loans that constitute Base Rate Loans, second, to the ratable payment of the outstanding Loans that constitute Eurodollar Rate Loans and (ii) if received after the Termination Date to the ratable payment of all the outstanding Loans.

(f) Payments on Non-Banking Days. Whenever any payment hereunder shall be stated to be due on a day other than a Banking Day, such payment shall be made on the next succeeding Banking Day (except as otherwise provided with respect to the determination of Interest Periods), and such extension of time shall in such case be included in the computation of payment of interest or Fees, as the case may be.

(g) Adjustments. If any Bank shall obtain any payment whether voluntary, involuntary, through the exercise of any right of setoff, or otherwise with respect to principal, interest, or Fees due under the Credit Documents (other than under Section 2.5(a)(i)), in excess of its ratable share of payments on account of principal, interest, or such Fees, as the case may be, then due and owing to all Banks under the Credit Documents, such Bank shall forthwith purchase from such other Banks such participations in the principal, interest or such Fees, as the case may be, owing to them as shall be necessary to cause such purchasing Bank to share the excess payment with each of the Banks ratably, in accordance with the outstanding Loans of other Banks (in the case of payments on account of principal or interest) or the Commitments of other Banks (in the case of payments on account of Fees, other than Agent's Fees payable under Section 2.5(a)(i)); provided, however, that if all or any portion of such excess payment is thereafter recovered from such Bank, such purchase from such other Banks shall be rescinded and each such other Bank shall repay to the purchasing Bank the purchase price to the extent of such recovery, without interest. Borrower agrees that any Bank purchasing a participation from another Bank pursuant to this Section may, to the fullest extent permitted by law, exercise all its rights of payment (including the right of setoff) with respect to such participation as fully as if such Bank were the direct creditor of Borrower in the amount of such participation.

(h) Loan Register. The indebtedness of Borrower resulting from all Loans hereunder shall be evidenced by the entries made in a register maintained by Agent at the Agency Office; such register shall record (i) the date of and amount of each Loan, the Type of each Loan and the Interest

Period applicable thereto from time to time, (ii) the terms of each Assignment and Acceptance Agreement delivered to and accepted by it, (iii) the amount of any principal or interest due and payable or to become due and payable from Borrower to each Bank, (iv) the amount of any sum received by Agent from Borrower under any Credit Document and each Bank's share thereof, and (v) the interest rate for such Loan. The entries made in such register shall evidence Borrower's absolute and unconditional promise to pay principal of and accrued interest on all Loans and shall be conclusive and binding for all purposes, absent manifest error.

Section 2.5 Fees.

(a) Fees Payable. Borrower shall pay the following fees (the "Fees") at the Agency Office:

(i) To Agent, the Agent's fees in the amounts and at the times specified in that certain agent fee letter from Credit Suisse to Borrower, dated as of June 21, 1994; and

(ii) To each Bank, a facility fee equal to 10 basis points per annum of the amount of the Commitment of such Bank on each date of calculation; such facility fee shall commence to accrue on the Effective Date, and continue until the Termination Date; the accrued portion of such fee is payable in arrears on March 31, June 30, September 30, and December 31 of each year, commencing on September 30, 1994 and continuing until the Termination Date, and on the Termination Date.

(b) Fees Nonrefundable. Borrower acknowledges that all Fees (i) are fully earned on the date on which they are payable, (ii) are nonrefundable when paid (exclusive of double payments and other manifest errors), and (iii) are for the sole account of the Person to whom payable.

Section 2.6 Increased Costs and Capital Requirements. In the event that at any time or from time to time after the date of this Agreement, any Directive, or a change in any existing or future Directive (including any change resulting from the operation of any transitional or phase-in requirements), or in the interpretation or application thereof by any governmental or judicial authority, or any action pursuant thereto, or compliance by Agent or any Bank or any Bank Holding Company with any request or Directive imposed or modified by any central bank or by any other financial, monetary or other governmental authority:

(a) Reserves and Charges. shall (i) impose, increase, modify or apply any reserve (including basic, supplemental, marginal and emergency reserves, but excluding reserve requirements which are expressly included in the determination of any interest rate pursuant to the provisions hereof), special deposit, compulsory loan or similar requirement against assets held by, or deposits or other liabilities with or for the account of, or credit extended by, or any other acquisition of funds by, any office of Agent, any Bank or any Bank Holding Company; or (ii) impose on Agent, any Bank or any Bank Holding Company any fee, charge, tax (other than "Taxes," "Other Taxes," and "Excluded Taxes" subject to the provisions of Section 2.7), or condition with respect to this Agreement, any Commitment or any part thereof, or any sums outstanding or payable hereunder or thereunder; and the result of any of the foregoing is to increase the cost to Agent, any Bank or any Bank Holding Company of making or maintaining such Commitment, or any Loan or to reduce the amount of any sum received or receivable with respect to such Commitment, any Loan or any interest, Fees or other sums payable hereunder, then upon demand by Agent or such Bank, Borrower shall pay with respect to any affected Commitment (including Loans thereunder), promptly for the account of Agent or such Bank, such additional amount or amounts as Agent or such Bank, in good faith, certifies in writing to Borrower shall compensate Agent, such Bank or Bank Holding Company for the amount of such increased cost or reduced amount receivable, such certification to be conclusive and binding for all purposes hereof absent manifest error; or

(b) Capital Adequacy. shall impose, modify or deem applicable any capital adequacy or similar requirement (including without limitation a request or requirement which affects the manner in which any Bank or any Bank Holding Company allocates capital resources to its commitments, including its obligations hereunder) and as a result thereof, in the sole opinion of such Bank, the rate of return on capital of such Bank or Bank Holding Company as a consequence of its obligations hereunder is or will be reduced to a level below that which such Bank or Bank Holding Company could have achieved but for such circumstances, then and in each such case upon notice to Borrower through Agent, Borrower shall pay to such Bank such additional amount or amounts as shall compensate such Bank for such reduction in rate of return for (i) any Loans outstanding under any Interest Period commencing after such notification, (ii) any Loans bearing interest at the Base Rate with respect to the period after the end of the calendar month in which such notification was given, (iii) any portion of the affected Bank's Commitment outstanding

with respect to the period after the end of the calendar month in which such notification was given. If a Bank determines that it may be entitled to claim any additional amounts pursuant to this subsection during the next succeeding Interest Period or month, as the case may be, it shall promptly notify, through Agent, Borrower and each other Bank of the event by reason of which it has become so entitled together with sufficient detail to quantify such additional amount. A certificate as to any such additional amount or amounts submitted by a Bank, through Agent, to Borrower and the other Banks shall, in the absence of manifest error, be final and conclusive. In determining such amount, a Bank may use any reasonable averaging and attribution methods.

Section 2.7 Taxes.

(a) Payments Free of Taxes. Subject to subsection (e) below, any and all payments by Borrower hereunder or any other Credit Document shall be made free and clear of and without deduction for any and all present or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto, excluding, (i) in the case of each Bank and Agent, taxes imposed on its income, and franchise taxes imposed on it, by the jurisdiction under the laws of which such Bank or Agent (as the case may be) is organized or any political subdivision thereof, (ii) in the case of each Bank with respect to payments made under any Credit Document, taxes imposed on its income, and franchise taxes imposed on it, by the jurisdiction of such Bank's Applicable Lending Office, or any political subdivision thereof and (iii) in the case of each Bank and Agent, taxes imposed by the United States by means of withholding taxes if and to the extent that such withholding taxes shall be in effect and shall be applicable on the date hereof under current laws and regulations (including judicial and administrative interpretations thereof) to payments to be made for the account of such Bank's Applicable Lending Office, or to Agent (all taxes described in subclauses (i), (ii) and (iii) being referred to as "Excluded Taxes" and all taxes, levies, imposts, deductions, charges, withholdings and liabilities not described in subclauses (i), (ii) and (iii) being hereinafter referred to as "Taxes"). If Borrower shall be required by law to deduct any Taxes from or in respect of any sum payable hereunder or under any other Credit Document to any Bank or Agent, (i) the sum payable shall be increased as may be necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) such Bank or Agent (as the case may be) receives an amount equal to the sum it would

have received had not such deductions been made, (ii) Borrower shall make such deductions, and (iii) Borrower shall pay the full amount deducted to the relevant taxation authority or other authority in accordance with applicable Law (and shall be entitled to any "Tax Credit" with respect to such payment pursuant to Subsection (i) of this Section).

(b) Other Taxes. In addition, Borrower agrees to pay any present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies (other than Excluded Taxes) which arise from any payment made hereunder or any other Credit Document or from the execution, delivery or registration or filing or recording of, or otherwise with respect to, this Agreement or any other Credit Document or document delivered hereunder or under any other Credit Document (hereinafter referred to as "Other Taxes").

(c) Tax Indemnity. Borrower will indemnify each Bank and Agent for the full amount of Taxes or Other Taxes (including, without limitation, any Taxes or Other Taxes imposed by any jurisdiction on amounts payable under this Section) paid by such Bank or Agent (as the case may be) and any liability (including penalties, interest and expenses) arising therefrom or with respect thereto, whether or not such Taxes or Other Taxes were correctly or legally asserted. This indemnification shall be made within 30 days from the date such Bank or Agent (as the case may be) makes written demand therefor. If in the reasonable opinion of Borrower or such Bank, any amount has been paid with respect to Taxes or Other Taxes which are not correctly or legally asserted, such Bank will cooperate with Borrower (such cooperation to be without expense or liability to such Bank) in seeking to obtain a refund of such amount; provided, that, such Bank shall not be required to cooperate in seeking to obtain a refund unless (i) if such Bank requests, Borrower has delivered to such Bank an opinion of independent tax counsel selected by Borrower and reasonably acceptable to such Bank to the effect that there is a reasonable possibility of success, (ii) such Bank has received from Borrower satisfactory indemnification for any liability, loss, cost or expense arising out of or relating to the effort to obtain such refund, and (iii) Borrower shall have indemnified such Bank for the payment of such Taxes or Other Taxes pursuant to this subsection (c). Each Bank and Agent, as the case may be, will promptly (within 30 days) notify Borrower of the assertion of any liability by any taxing authority with respect to Taxes or Other Taxes and any payment by such Bank or Agent of such Taxes or Other Taxes; provided, that, the failure to give such notice shall not relieve Borrower of its obligations hereunder to make

indemnification for any such liability except that Borrower shall not be liable for penalties or interest accruing after such 30 day period until such time as it receives the notice contemplated above, after which time it shall be liable for interest and penalties accruing after such receipt.

(d) Evidence of Tax Payments. Within 30 days after the date of any payment of Taxes, Borrower will (as to Taxes paid by it) furnish to Agent, at the Agency Office, the original or a certified copy of a receipt or other evidence satisfactory to Agent of payment thereof.

(e) Tax Forms. On or before the Closing Date in the case of each Bank originally a party hereto, or on or before the effective date of the Assignment and Acceptance Agreement pursuant to which it became a Bank in the case of an Assignee, and within 30 days following the first day of each calendar year or if otherwise reasonably requested from time to time by Borrower or Agent, each Bank organized under the laws of a jurisdiction outside the United States shall provide Agent and Borrower with three counterparts of each of the forms prescribed by the Internal Revenue Service (Form 1001 or 4224, or successor form(s), as the case may be) of the United States certifying as to such Bank's (if applicable) status for purposes of determining exemption from United States withholding taxes with respect to all payments to be made to such Bank under any Credit Document. Unless Borrower and Agent have received within 10 (ten) days after Borrower or Agent requests such forms or other documents satisfactory to them indicating that payments under any Credit Document are not subject to United States withholding tax, Borrower or Agent (if not withheld by Borrower) shall withhold taxes from such payments at the applicable statutory rate, without any obligation to "gross-up" or make such Bank or Agent whole under subsection (a) of this Section, provided, however, that, Borrower shall have the obligation to make such Bank or Agent whole and to "gross-up" under Subsection (a) of this Section, if the failure to so deliver such forms or make such statements (other than the forms and statements required to be delivered on or made prior to the Closing Date or on the effective date of the Assignment and Acceptance Agreement in the case of an Assignee) is the result of the occurrence of an event (including, without limitation, any change in Law) which (alone or in conjunction with other events) renders such forms inapplicable, that would prevent such Bank or Agent from making the statements contemplated by such forms or which removes or reduces an exemption (whether partial or complete) from withholding tax previously available to such Bank or Agent. Each Bank (and Agent, if applicable) will promptly notify Borrower of the occurrence (when known to

it) of an event contemplated by the foregoing proviso. Upon request of Borrower, each Bank which is organized under the laws of the United States or any State thereof shall provide Borrower and Agent with two duplicates of a statement conforming to the requirements of Treasury Regulation 1.1441-5(b) or any successor thereto and two duplicates of a duly completed Form W-9 or successor form.

(f) Change of Applicable Lending Office. Any Bank claiming any additional amounts payable pursuant to this Section shall use its reasonable best efforts (consistent with its internal policy and legal and regulatory restrictions) to change the jurisdiction of its Applicable Lending Office, if the making of such a change would avoid the need for or reduce the amount of, any such additional amounts which may thereafter accrue and would not, in the reasonable judgment of such Bank, be otherwise disadvantageous to such Bank.

(g) Survival. Without prejudice to the survival of any other agreement of Borrower hereunder, the agreement and obligations of Borrower contained in this Section shall survive the payment in full of the Obligations hereunder for a period expiring concurrently with the expiration of the statute of limitations applicable to claims made by the tax authorities to collect Taxes or Other Taxes.

(h) Maintenance of Tax Exemptions. Each Bank (and Agent with respect to payments to Agent for its own account) agrees that (i) it will take all reasonable actions by all usual means to maintain all exceptions, if any, available to it from the United States withholding taxes (whether available by treaty, existing administrative waiver, by virtue of the location of any Bank's Applicable Lending Office or otherwise) and (ii) otherwise cooperate with Borrower to minimize amounts payable by Borrower under this Section; provided, however, that, each Bank and the Agent shall not be obligated by reason of this subsection (h) to disclose any information regarding its tax affairs or tax computations or to reorder its tax or other affairs or tax or other planning.

(i) Tax Credits. If any Bank shall receive a credit or refund from a taxing authority with respect to, and actually resulting from, an amount of Taxes or Other Taxes actually paid to or on behalf of such Bank by Borrower (a "Tax Credit"), such Bank shall promptly notify Borrower of such Tax Credit. If such Tax Credit is received by such Bank in the form of cash, such Bank shall promptly pay to Borrower the amount so received with respect to the Tax Credit. If such Tax Credit is not received by such Bank in

the form of cash, such Bank shall pay the amount of such Tax Credit not later than the time prescribed by applicable Law for filing the return (including extensions of time) for such Bank's taxable period which includes the period in which such Bank receives the economic benefit of such Tax Credit. In any event, the amount of any Tax Credit payable by a Bank to Borrower pursuant to this subsection (i) shall not exceed the actual amount of cash refunded to, or credits received and usable by, such Bank from a taxing authority. In determining the amount of any Tax Credit, a Bank may use such apportionment and attribution rules as such Bank customarily employs in allocating taxes among its various operations and income sources and such determination shall be conclusive absent manifest error. Borrower further agrees promptly to return to a Bank the amount paid to Borrower with respect to a Tax Credit by such Bank if such Bank is required to repay, or is determined to be ineligible for, a Tax Credit for such amount.

Section 2.8 Additional Action in Certain Events.

If any event or condition described in Section 2.6 or 2.7 has occurred or exists that increases the cost to Borrower of the Loans by any Bank or Banks, such Bank or Banks and Borrower, subject to Borrower's current payment of such costs as herein provided, agree to negotiate in good faith in order to reach a mutual agreement in respect of such increased costs; provided, that, such Bank or Banks shall not be required to so negotiate for a period in excess of 60 days after the date such Bank or Banks first notified Borrower of such increased cost, and if Borrower and such Bank or Banks are unable to reach a mutual agreement in respect of such increased costs, Borrower shall pay such amounts as are required to be paid pursuant to Section 2.6 or 2.7 hereof, as and when due; and provided, further, Borrower shall have the right at any time to prepay in full the affected Loans and terminate the Commitment of any Bank or Banks so affected by such event or condition, upon giving Agent and such Bank or Banks at least five Banking Days' prior irrevocable notice thereof specifying the date of prepayment and upon such prepayment and termination the affected Commitment or Commitments shall be terminated. Any such prepayment hereunder shall be made by Borrower, without premium, together with interest thereon and any other amounts payable hereunder, on the date specified in such notice. Prepayments made under this Section, if not made on a Maturity Date, shall be made together with the additional payment for Interest Period breakage costs referred to in Section 2.3.

Section 2.9 Extension of Commitments. (a) At any time after August 31, 1994 and prior to October 31,

1994, Borrower may, by notice to Agent, request an extension of the Termination Date for the Commitments from the date then constituting the Termination Date to August 31, 1995. The Agent shall promptly notify each Bank of such request. If all of the Banks consent in writing to such extension, the Agent shall, within three Banking days of its receipt of the last written consent, notify the Borrower in writing that such request has been accepted and, upon the giving of such notice, the Termination Date shall be so extended, effective as of the close of business on the date such notice is given. If the Agent fails to give such notice of acceptance within such time or if all Banks fail to give such written consents, the request for extension shall be deemed rejected. If any Bank fails to give notice of acceptance as herein provided, the request for extension shall be deemed rejected by such Bank. If requested by any Bank, the Agent shall, to the extent known by Agent, notify such Bank of the status of the other Banks' Commitments. If the written consent of all the Banks to any such request for extension has not been received by the Agent on or before the Banking Day which is thirty days after the Agent notifies each Bank of Borrower's request for an extension (the "1994 Extension Response Date"), Borrower may withdraw its request for such extension any time thereafter. The written consent of the Banks to any such request for extension shall be in form and substance satisfactory to the Agent in its sole discretion. Each Bank may accept, reject or fail to act upon such request for extension in its sole and absolute discretion; provided, however, that if any Bank has failed to give its written consent to such extension to Agent on or before the 1994 Extension Response Date, such Bank shall, within three Banking Days after receipt of notice from Agent requiring such assignment, assign such Bank's rights and obligations under this Agreement and the other Credit Documents to one or more Assignees (which may be one or more Banks, including Agent in its capacity as a Bank) designated by Agent, such assignment to be at par (based on the non-consenting Bank's outstanding Loans and accrued interest and Fees on the effective date of such assignment) and to be made pursuant to subsections (a) through (d) of Section 8.11 under one or more Assignment and Acceptance Agreements, which shall be executed by such non-consenting Bank upon the execution thereof by such Assignee or Assignees. Nothing herein shall be deemed to impose any obligation on Agent to issue any such notice requiring assignment or to impose any obligation on any Bank (including Agent in its capacity as a Bank) to become assignees of such non-consenting Bank. Borrower shall pay to any non-consenting Bank any amounts due pursuant to Section 2.3(c) hereof, in respect of any assignment of outstanding Eurodollar Rate Loans required to be made

during any Interest Period. Notwithstanding the foregoing, no extension of the Commitments shall be effective unless the Tranche B Commitments shall have been simultaneously extended by a period equal in duration to the period of the extension hereunder.

(b) On or before the Banking Day which is sixty days prior to a Termination Date in any year, Borrower may, by notice to Agent, request an extension of the Termination Date for the Commitments from the date then constituting the Termination Date to any date not more than 364 days after the earlier of (i) such Termination Date or (ii) the Renewal Effective Date (as hereinafter defined). The Agent shall promptly notify each Bank of such request. If all of the Banks consent in writing to such extension, the Agent shall, within three Banking days of its receipt of the last written consent, notify the Borrower in writing that such request has been accepted and, upon the giving of such notice, the Termination Date shall be so extended, effective as of the close of business on the date such notice is given (the "Renewal Effective Date"). If the Agent fails to give such notice of acceptance within such time or if all Banks fail to give such written consents, the request for extension shall be deemed rejected. If any Bank fails to give notice of acceptance as herein provided, the request for extension shall be deemed rejected by such Bank. If requested by any Bank, the Agent shall, to the extent known by Agent, notify such Bank of the status of the other Banks' Commitments. If the written consent of all the Banks to any such request for extension has not been received by the Agent on or before the Banking Day which is thirty days prior to the Termination Date (the "Extension Response Date"), Borrower may withdraw its request for such extension any time thereafter. The written consent of the Banks to any such request for extension shall be in form and substance satisfactory to the Agent in its sole discretion. Each Bank may accept, reject or fail to act upon such request for extension in its sole and absolute discretion; provided, however, that if any Bank has failed to give its written consent to such extension to Agent on or before the Extension Response Date, such Bank shall, within three Banking Days after receipt of notice from Agent requiring such assignment, assign such Bank's rights and obligations under this Agreement and the other Credit Documents to one or more Assignees (which may be one or more Banks, including Agent in its capacity as a Bank) designated by Agent, such assignment to be at par (based on the non-consenting Bank's outstanding Loans and accrued interest and Fees on the effective date of such assignment) and to be made pursuant to subsections (a) through (d) of Section 8.11 under one or more Assignment and Acceptance Agreements, which shall be

executed by such non-consenting Bank upon the execution thereof by such Assignee or Assignees. Nothing herein shall be deemed to impose any obligation on Agent to issue any such notice requiring assignment or to impose any obligation on any Bank (including Agent in its capacity as a Bank) to become assignees of such non-consenting Bank. Borrower shall pay to any non-consenting Bank any amounts due pursuant to Section 2.3(c) hereof, in respect of any assignment of outstanding Eurodollar Rate Loans required to be made during any Interest Period. Notwithstanding the foregoing, no extension of the Commitments shall be effective unless the Tranche B Commitments shall have been simultaneously extended by a period equal in duration to the period of the extension hereunder.

Section 2.10 Reduction or Termination of Commitments. On or after the Closing Date, Borrower may upon at least three Banking Days' notice to Agent at the Agency Office, terminate in whole at any time, or ratably reduce from time to time by an aggregate amount of \$5,000,000 or an integral multiple thereof, the then unutilized Commitments of the Banks; provided that any such reduction or termination shall simultaneously reduce or terminate both the unutilized Tranche A Commitment and the unutilized Tranche B Commitment by an amount equal to (x) in the case of the Tranche A Commitment, the product of (i) the aggregate amount of such reduction or termination multiplied by (ii) the fraction, the numerator of which is the total amount of Tranche A Commitments then outstanding (prior to giving effect to such reduction or termination), and the denominator of which is the total amount of all Tranche A and Tranche B Commitments then outstanding (prior to giving effect to such reduction or termination) and (y) in the case of the Tranche B Commitment, the product of (i) the aggregate amount of such reduction or termination multiplied by (ii) the fraction, the numerator of which is the total amount of Tranche B Commitments then outstanding (prior to giving effect to such reduction or termination), and the denominator of which is the total amount of all Tranche A and Tranche B Commitments then outstanding (prior to giving effect to such reduction or termination). If the Commitments are terminated in their entirety, all accrued Fees thereon shall be payable on the effective date of such termination.

Section 2.11. Existing Credit Agreement. On the Effective Date, the Existing Credit Agreement shall be terminated and the following provisions shall apply:

(a) Existing Loans. All Existing Loans shall become Loans of the same tenor made by Existing Participating Banks which are Banks hereunder, as if such Existing Loans were made in accordance with and pursuant to this Agreement.

(b) Initial Loans. The initial Loans made under this Agreement (other than Existing Loans deemed Loans under Section 2.11(a) hereof) shall, notwithstanding any contrary provision in Section 2.1(a) hereof, (i) reflect (x) that Existing Loans shall be deemed Loans by Banks that were Existing Participating Banks, (y) that certain Banks were not Existing Participating Banks and have no Loans outstanding as of the Effective Date, and (z) that the Commitments of the Banks differ from the Existing Commitments, and (ii) be made in a manner so that after giving effect to the matters referred to in clause (i) hereof, the aggregate Loans outstanding (including Existing Loans and initial Loans) shall be made ratably by the Banks according to each Bank's Commitment. All determinations hereunder relating to the amount of any initial Loan to be funded by each Bank in order to give effect to this Section 2.11(b) shall be made by the Agent and shall, absent manifest error, be conclusive and binding for all purposes of this Agreement.

(c) Existing Commitments. All Existing Commitments shall be cancelled and cease to have any force or effect.

(d) Fees. No fees shall accrue under Section 2.5 of the Existing Credit Agreement after the Effective Date. All accrued fees under Section 2.5 of the Existing Credit Facility through the Effective Date shall be paid in full on the Effective Date.

(e) Other Obligations. The obligations of the Borrower under Sections 2.5 through 2.7, 8.4, and 8.13 through 8.17 of the Existing Credit Agreement, inclusive, and of the Existing Participating Banks under Section 7.5 of the Existing Credit Agreement, shall survive the termination of the Existing Credit Agreement.

ARTICLE III

Conditions of Commitments

Section 3.1 Conditions Precedent to Initial Loans. The obligations of each Bank to make its initial Loan is subject to the conditions precedent that Agent shall

have received on or before the day of the initial Loan the following, dated in the case of the certificates described in clauses (a), (b) and (c) below on or after June 10, 1994, and in all other cases, as of a date reasonably near the Effective Date (except as otherwise specified herein), in form and substance satisfactory to Agent:

(a) Certificate of Incorporation. A copy of the certificate of incorporation of Borrower, and each amendment thereto, certified by the secretary of State of Delaware as being a true and correct copy thereof;

(b) Certificate of Good Standing. A certificate of the secretary of State of Delaware listing the Borrower's certificate of incorporation and each amendment thereto on file in his office and certifying that (i) such amendments are the only amendments to each such certificate of incorporation on file in his office, (ii) Borrower has paid all franchise taxes to the date of such Certificate and (iii) Borrower is duly incorporated and in good standing under the laws of such jurisdiction;

(c) Certificate of Qualification. A certificate or equivalent document of the secretary of state of the State of New York certifying that Borrower has duly qualified to do business in such jurisdiction as a foreign corporation and is in good standing under such qualification;

(d) By-Laws and Resolutions. Copies of Borrower's by-laws, of the resolutions of Borrower's Board of Directors approving each Credit Document to which Borrower is a party, and of all documents evidencing other necessary corporate action and governmental approvals, if any, with respect to each such Credit Document, certified as true and correct in each case by a Responsible Officer of Borrower;

(e) Incumbency Certificate. A certificate of a Responsible Officer of Borrower certifying the names and true signatures of the officers of Borrower authorized to sign each Credit Document to which it is a party and the other documents to be delivered by it hereunder;

(f) Opinion of Borrowers' Counsel. A favorable opinion of counsel to Borrower, which counsel shall be reasonably acceptable to Agent, substantially in the form of Exhibit D hereto, and as to such other matters as Agent or Majority Banks may reasonably request;

(g) Closing Certificates. A Compliance Certificate; and

(h) Fees. Payment in full of the Fees (including amounts payable under Section 2.11(d) hereof) which are to be paid on or before the Effective Date.

Section 3.2 Conditions Precedent to Each Loan. The Commitment of each Bank to make each Loan shall be subject to the further conditions precedent that on the date of such Loan:

(a) the following statements shall be true (and the delivery of a Notice of Borrowing shall be deemed to constitute a representation and warranty by Borrower that on the date of such Loan such statements are true):

(i) The representations and warranties contained in Section 4.1 of this Agreement are correct on and as of the date of such Loan, before and after giving effect to such Loan, and to any other Loans to be made contemporaneously therewith, and to the application of the proceeds therefrom, as though made on and as of such date; and

(ii) No event has occurred and is continuing, or would result from such Loan or from any other Loans to be made contemporaneously therewith, or from the application of the proceeds therefrom, which constitutes, or with the lapse of time or the giving of notice or both would constitute, an Event of Default; and

(iii) After giving effect to (x) such Loan together with all other Loans to be contemporaneously made therewith and (y) the repayment of any Loans which are to be contemporaneously repaid at the time such Loan is made, such Loan will not result in the then outstanding total amount of all Loans exceeding the then total amount of all Commitments; and

(b) Agent shall have received such other approvals, opinions or documents as Agent or Majority Banks may reasonably request.

ARTICLE IV

Representations and Warranties

Section 4.1 Representations and Warranties of Borrowers. Borrower represents and warrants as follows:

(a) Organization of Credit Parties. Borrower and each Material Subsidiary of Borrower is duly organized and existing under the Laws of the jurisdiction of its formation, and is properly qualified to do business and in good standing in, and where necessary to maintain its rights and privileges has complied with the fictitious name statute of, every jurisdiction where the failure to maintain such qualification, good standing or compliance could reasonably be expected to materially adversely affect Borrower's ability to perform its obligations hereunder and under any other Credit Document.

(b) Authorization of Credit Documents. The execution, delivery and performance of this Agreement and all other Credit Documents to which Borrower is a party are within Borrower's powers and have been duly authorized. This Agreement has been validly executed and delivered on behalf of Borrower.

(c) Government Approvals. No approval, consent, exemption or other action by, or notice to or filing with, any governmental authority or other Person is necessary in connection with the execution, delivery, performance or enforcement of this Agreement or any other Credit Document, except as may have been obtained and certified copies of which have been delivered to each Bank.

(d) No Conflicts. The execution, delivery and performance of this Agreement and the other Credit Documents will not (i) violate (A) the certificate of incorporation or by-laws (or comparable documents) of Borrower or any Subsidiary, (B) any Law or (C) any provision of any contract, agreement, indenture or instrument to which Borrower or any Subsidiary is a party or by which any of its properties is bound or (ii) be in conflict with, or result in a breach of or constitute a default under, any contract, agreement, indenture or instrument referred to in (d)(i)(C) above, or (iii) result in the creation or imposition of any Lien, except Liens permitted under Section 5.2(a) hereof.

(e) Enforceability of Credit Documents. This Agreement is, and each other Credit Document to which Borrower is a party when delivered hereunder will be, a legal, valid and binding agreement of Borrower enforceable

against Borrower in accordance with their respective terms, except for bankruptcy and similar laws affecting the enforcement of creditors' rights generally and for the availability of equitable remedies where equitable remedies are sought.

(f) Title to Property. Borrower and each Subsidiary of Borrower has good and marketable title to its properties and assets free and clear of all Liens or rights of others, except for (i) Liens permitted by Section 5.2(a) and (ii) Liens directly or indirectly securing the Obligations.

(g) Compliance with Law. Borrower and each Subsidiary is in compliance with all applicable Laws, including, without limitation, those relating to hazardous materials or wastes or hazardous or toxic substances, where the failure to maintain such compliance could reasonably be expected to materially adversely affect Borrower's consolidated financial condition or results of operations from that which existed on the date of the financial statements referenced in subsection (k) of this Section or Borrower's ability to perform its obligations hereunder or under any other Credit Document.

(h) No Litigation. Except as disclosed in the notes to Borrower's financial statements referred to in subsection (k) of this Section, there are no suits, proceedings, claims or disputes (including, without limitation, those alleging violation of any applicable Law relating to hazardous materials or wastes, or hazardous or toxic substances) pending or, to the knowledge of Borrower, threatened, against or affecting Borrower or any of its properties or assets, or any Subsidiary of Borrower or any of its property or assets, which could reasonably be expected to materially adversely affect Borrower's consolidated financial condition or results of operations as compared to the date of the financial statements referenced in subsection (k) of this Section or Borrower's ability to perform its obligations hereunder or under any other Credit Document.

(i) Events of Default. No event has occurred or would result from the incurring of obligations by Borrower under this Agreement or any other Credit Document which is, or upon the lapse of time or notice or both would become, an Event of Default.

(j) Subsidiaries. All Material Subsidiaries of Borrower and the nature and extent of Borrower's ownership interest therein have been heretofore disclosed in writing

to Agent and the Banks in accordance with Section 5.1(h)(ix)(D) or otherwise.

(k) Financial Information. All financial statements dated March 31, 1994, information and data furnished by Borrower to Agent or Banks are complete, and such financial statements have been prepared in accordance with generally accepted accounting principles consistently applied and fairly present the consolidated financial condition and results of operations of Borrower as of such date, and when compared to such financial condition and results of operation on such date, (a) there has been no material adverse change in Borrower's consolidated financial condition or results of operations or ability to perform its obligations under this Agreement or any other Credit Documents, and (b) neither Borrower nor any Subsidiary has any contingent obligations, liabilities for taxes or other outstanding financial obligations, other than the Obligations, which are material, except as disclosed in such statements, information and data.

(l) Margin Regulations. (i) Borrower and its Subsidiaries are not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation G, T, U, or X of the Board of Governors of the Federal Reserve System), (ii) no proceeds of any Loan will be used in a manner which would violate, or result in a violation of, such Regulation G, T, U, or X, and (iii) after applying the proceeds of any Loan, and the proceeds of all other Loans made on or before the time of making such Loan, not more than 25 percent of the value (as determined in accordance with generally accepted accounting principles as consistently applied by Borrower -- unless some other method of valuation is required to be used for the purpose of determining the applicability of the exclusion of 12 CFR 221.2(g)(2)(i), and then as determined by such other method of valuation) of the assets and properties of the Borrower subject to Section 5.2(a) is represented by margin stock.

(m) ERISA. There are no Plans or Multiemployer Plans.

(n) Investment Company Act. Neither Borrower nor any Subsidiary is an "investment company" or a company "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended. Neither Borrower nor any Subsidiary is a "holding company" or a "subsidiary" of a "holding company" as defined in the Public Utility Holding Act of 1935, as amended.

(o) Taxes. Borrower and each of its Subsidiaries has filed or caused to be filed all tax returns which to the knowledge of Borrower are required to be filed, and has paid all taxes shown to be due and payable on said returns or any assessments made against it or any of its property and all other taxes, fees and other charges imposed on it or on any of its property by any governmental authority (other than those the amount or validity of which is currently being contested in good faith by appropriate proceedings and with respect to which reserves and conformity with generally accepted accounting principles have been provided on the books of Borrower or its Subsidiaries, as the case may be); and, to the knowledge of Borrower, no claims are being asserted with respect to any such taxes, fees or other charges which are material either as to amount or potentially adverse affect when considered with respect to the financial and business condition of Borrower and its Subsidiaries taken as a whole.

Section 4.2 Representations and Warranties Restated. The representations and warranties contained in Section 4.1 hereof and in any instrument, agreement or certificate executed and delivered in connection herewith shall be deemed to be made on and as of the date of each Loan.

ARTICLE V

Covenants of Credit Parties

Section 5.1 Affirmative Covenants. So long as any Obligations shall remain outstanding or any of the Commitments shall remain available hereunder, Borrower will, unless Majority Banks shall otherwise consent in writing:

(a) Payment of Taxes, Etc. Pay and discharge, and cause each of its Subsidiaries to pay and discharge, before the same shall become delinquent, (i) all taxes, assessments and governmental charges or levies imposed upon it or upon its property, and (ii) all lawful claims which, if unpaid, might by Law become a Lien upon its property; provided, however, that neither Borrower nor any of its Subsidiaries shall be required to pay or discharge any such tax, assessment, charge or claim which is being contested in good faith and by proper proceedings and as to which adequate reserves have been established.

(b) Maintenance of Insurance. Maintain, and cause each of its Subsidiaries to maintain, or cause to be maintained for each of its Subsidiaries, with responsible

and reputable insurance companies or associations acceptable to Majority Banks insurance in such amounts and covering such risks as is usually carried by companies engaged in similar businesses and owning similar properties in the same general areas in which Borrower or any Subsidiary operates.

(c) Preservation of Corporate Existence, Etc.

Preserve and maintain, and cause each Material Subsidiary to preserve and maintain, (i) its corporate existence, rights (charter and statutory), and franchises, and (ii) in the case of Borrower, Borrower ownership and control of all Material Subsidiaries, and will continue, and cause each Material Subsidiary to continue, in the business of designing and licensing the use of computer software products and employ all of its and their respective assets in such business.

(d) Compliance with Laws, Etc. Comply, and cause

each of its Subsidiaries to comply, with the requirements of all applicable Laws noncompliance with which could materially adversely affect its business or credit.

(e) Visitation Rights. At any reasonable time

and from time to time, permit Agent or any of Banks or any agents or representatives thereof, to examine (at the location where normally kept) and make abstracts from the records and books of account of, and visit the properties of Borrower and its Subsidiaries and to discuss the affairs, finances and accounts of Borrower and its Subsidiaries with any of their respective officers or directors and discuss the affairs, finances and accounts of Borrower and its Subsidiaries with its independent certified public accountants and permit such accountants to disclose to Agent or any of Banks any and all financial statements and other reasonably requested information of any kind that they may have with respect to Borrower and its Subsidiaries.

(f) Keeping of Books. Keep, and cause each of

its Subsidiaries to keep, proper books of record and account, in which full and correct entries shall be made of all financial transactions and the assets and business of Borrower and its Subsidiaries in a form, in the case of Borrower, such that Borrower may readily produce no less frequently than at the end of each of its fiscal quarters, financial statements on a consolidated basis in accordance with generally accepted accounting principles consistently applied (subject, in the case of the first three fiscal quarters of each fiscal year, to year end audit adjustments).

(g) Maintenance of Properties, Etc. Maintain and preserve, and cause each of its Subsidiaries to maintain and preserve, all of its properties which are used or useful in the conduct of its business in good working order and condition, ordinary wear and tear excepted, including all copyrights, trademarks, service marks, mask works, trade names, brands, patent rights, processes, designs and other intellectual property, and all registrations and applications for registration thereof, and any licenses with respect to any of the foregoing which are used or useful in the conduct of its business.

(h) Reporting Requirements. Furnish to Agent and each Bank:

(i) Quarterly Financial Statements of Company. As soon as available and in any event within 45 days after the end of each of the first three fiscal quarters of each fiscal year of Borrower, consolidated balance sheets of Borrower and its Subsidiaries as of the end of such quarter and consolidated statements of income and retained earnings of Borrower and its Subsidiaries for the period commencing at the beginning of such fiscal year and ending with the end of such quarter, all in reasonable detail and duly certified (subject to year-end audit adjustments) by a Responsible Officer of Borrower as having been prepared in accordance with generally accepted accounting principles consistently applied, together with a Compliance Certificate as of the end of such fiscal quarter;

(ii) Annual Financial Statements of Company. As soon as available and in any event within 90 days after the end of each fiscal year of Borrower, the consolidated balance sheets of Borrower and its Subsidiaries as of the end of such fiscal year and the consolidated statements of income and retained earnings and the consolidated statements of cash flow of Borrower and its Subsidiaries for such fiscal year, in the case of such consolidated financial statements, certified, without material qualifications or limitations as to scope of the audit, by Ernst & Young or other independent public accountants of recognized standing acceptable to Majority Banks, as having been prepared in accordance with generally accepted accounting principles, consistently applied, together with a Compliance Certificate as of the end of such fiscal year;

(iii) Notice of Defaults. As soon as possible and in any event within five days after the occurrence of each Event of Default and each event which, with the giving of notice or lapse of time, or both, would constitute an Event of Default, continuing on the date of such statement, a statement of a Responsible Officer of Borrower setting forth details of such Event of Default or event and the action which Borrower has taken and proposes to take with respect thereto;

(iv) Shareholder Reports and SEC Filings. Promptly after the sending or filing thereof, copies of all reports which Borrower sends to any of its security holders, and copies of all reports and registration statements which Borrower files with the Securities and Exchange Commission or any national securities exchange;

(v) PBGC Notices. Promptly and in any event within two Banking Days after receipt thereof by Borrower or any of its ERISA Affiliates from the Pension Benefit Guaranty Corporation, copies of each notice received by Borrower or any such ERISA Affiliate of the intention of the Pension Benefit Guaranty Corporation to terminate any Plan or to have a trustee appointed to administer any Plan;

(vi) Litigation. Promptly after the commencement thereof, notice of all material actions, suits and proceedings before any court or governmental department, commission, board, bureau, agency, or instrumentality domestic or foreign, affecting Borrower of the type described in Section 4.1(h) which is known to Borrower or in respect of which Borrower or any Subsidiary has been served;

(vii) Indenture Reports. Promptly after the furnishing thereof, copies of any statement or report furnished to any holder of the securities of Borrower or any Subsidiary of Borrower pursuant to the terms of any indenture or similar agreement and not otherwise required to be furnished to the Banks pursuant to any other clause of this Section 5.1(h);

(viii) Additional Information. Such other information respecting the condition or operations, financial or otherwise, of Borrower or any Subsidiary as Majority Banks may from time to time reasonably request; and

(ix) Significant Events. Promptly upon Borrower's knowledge thereof, a written statement from a Responsible Officer of Borrower describing the details of:

(A) any substantial dispute which may exist between Borrower or any Subsidiary and any governmental regulatory body or law enforcement authority;

(B) any labor controversy resulting in or threatening to result in a strike or work stoppage or slowdown against Borrower or its Subsidiaries;

(C) any Material Subsidiary of Borrower ceasing to be such a Material Subsidiary and the reasons for such change in status;

(D) any Person becoming a Material Subsidiary and the reasons why such Person has become a Material Subsidiary;

(E) any proposal by any public authority to acquire the assets or business of Borrower or any Material Subsidiary or to compete with Borrower or any Material Subsidiary; and

(F) any matter which has resulted or might reasonably be contemplated to result in a material adverse change in (1) Borrower's consolidated financial condition or results of operations or (2) Borrower's ability to perform its obligations hereunder or under any other Credit Document.

(i) Use of Loans. Use the proceeds of the Loans (i) for working capital, and (ii) for the acquisition of capital stock of a Person or assets in transactions not otherwise prohibited by this Agreement.

Section 5.2 Negative Covenants. So long as any Obligations shall remain outstanding or any of the Commitments shall remain available hereunder, Borrower will not, without the written consent of Majority Banks:

(a) Liens. Create, incur, assume or suffer to exist any Lien upon or with respect to any of its assets or property, or permit any Subsidiary so to do, except: (i) Liens, if any, in favor of Agent and Banks collectively; (ii) Liens arising in connection with workers' compensation, unemployment insurance and other social security legislation; (iii) Liens in existence on the date hereof

which secure obligations disclosed in the financial statements referred to in Section 4.1(k) or in the notes thereto; (iv) Liens placed or existing at the time of any acquisition on property being acquired by Borrower or any Subsidiary; (v) Liens for property taxes not yet due and payable and Liens for taxes not yet due or that are being contested in good faith and by appropriate proceedings if adequate reserves with respect thereto are maintained on the books of Borrower or one of its Subsidiaries, as the case may be, in accordance with generally accepted accounting principles; (vi) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business that are not overdue for more than 30 days or that are being contested in good faith and by appropriate proceedings if adequate reserves with respect thereto are maintained on the books of Borrower or one of its Subsidiaries, as the case may be, in accordance with generally accepted accounting principles; (vii) deposits to secure the performance of bids, trade contracts (other than for borrowed money), leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business; (viii) easements, rights-of-way, restrictions and other similar encumbrances incurred in the ordinary course of business that, in the aggregate, are not substantial in amount, and that do not in any case materially detract from the value of the property subject thereto or interfere with the ordinary conduct of the business of Borrower and its Subsidiaries; (ix) Liens in favor of the United States of America for amounts paid to Borrower or any of its Subsidiaries as progress payments under government contracts entered into by it; (x) Liens on assets of corporations that become Subsidiaries after the date hereof, provided that such Liens exist at the time the respective corporations become Subsidiaries and are not created in anticipation thereof; (xi) Liens in favor of vendors of equipment purchased by Borrower or any Subsidiary; provided that such Liens are limited to all or a part of the equipment purchased, and the aggregate amount of the Debt secured by such Liens at no time exceeds \$3,000,000 and such equipment is used in the ordinary course of business of Borrower or such Subsidiary; and (xii) Liens granted in any extension, renewal, or replacement of any of the permitted Liens described above; provided, however, that the principal amount of Debt secured thereby shall not exceed the principal amount of Debt so secured at the time such Lien was originally granted, and that such extension, renewal or replacement shall be limited to all or part of the property which secured the Lien so extended, renewed or replaced (plus improvements and construction on such property).

(b) Guaranties. Assume, guarantee, endorse or otherwise become directly or contingently liable for (by agreement to purchase or lend or otherwise) any obligation of any other Person other than any Subsidiary, or permit any Subsidiary so to do, except: (i) guaranties by endorsement of negotiable instruments for deposit or collection; (ii) performance bonds or similar transactions in the ordinary course of business; and (iii) guaranties and other contingent liabilities which do not exceed \$50,000,000 in the aggregate and which are disclosed in the financial statements referred to in Section 5.1(h)(ii).

(c) Mergers, Consolidation and Sales of Assets.

(i) Enter into any merger or consolidation or permit any Subsidiary so to do, except for a merger or consolidation in which Borrower or a wholly-owned Subsidiary is the surviving entity, provided that if Borrower is a party to such merger or consolidation, Borrower is the surviving entity and provided, further that after giving effect to any such merger no event or condition shall exist which, with the lapse of time, the giving of notice, or both, would constitute an Event of Default; or (ii) sell, lease or otherwise transfer or dispose of any of its assets which in the aggregate are material to Borrower, or permit any Subsidiary so to do, except in the ordinary course of its business.

(d) Obligations to be Pari Passu. Borrower's obligations under this Agreement and the other Credit Documents will rank at all times pari passu as to priority of payment and in all other respects with all other unsecured and unsubordinated Debt of Borrower.

(e) Capital Leases. Incur, create, assume or suffer to exist, or permit any Subsidiary to incur, create, assume or suffer to exist, any lease of property, real or personal, the obligations under which should be capitalized on a balance sheet of Borrower or such Subsidiary in accordance with generally accepted accounting principles if, after giving effect to such lease, the aggregate rentals payable by Borrower and the Subsidiaries under all such leases would exceed \$50,000,000 in any one fiscal year of Borrower; provided, however, that this subsection 5.2(e) shall not apply to those capital leases assumed as a result of mergers and consolidations permitted by Section 5.2(c) hereof.

(f) Nature of Business. Make any material change in the character of the business of Borrower and its Subsidiaries from that conducted on the date hereof.

(g) Fiscal Year. Change its fiscal year.

(h) Consolidated Net Worth. Permit the Consolidated Net Worth of Borrower and its Subsidiaries at any time to be less than \$750,000,000.

(i) Debt to Net Worth Ratio. Permit the ratio of (a) the sum of (i) the total Debt of Borrower and its Subsidiaries on a consolidated basis plus (ii) (without duplication) the total amount of all liabilities guaranteed or assumed, directly or indirectly, in any manner or endorsed (other than for collection or deposit in the ordinary course of business) or discounted with recourse by Borrower or any Subsidiary to (b) the Consolidated Net Worth of Borrower and its Subsidiaries, at any time to be greater than 1.5 to 1.

(j) ERISA Plans. Create, permit or suffer to exist any Plan or Multiemployer Plan, or permit any ERISA Affiliate to do so; provided, however, that Borrower may permit an ERISA Affiliate to maintain a Plan if, but only to the extent that, all of the following conditions are satisfied: (i) such ERISA Affiliate became an ERISA Affiliate after the date of this Agreement; (ii) such Plan was in existence on the date the ERISA Affiliate maintaining or contributing to it became an ERISA Affiliate; (iii) such Plan is terminated and all of its assets distributed within 180 days of the date upon which such ERISA Affiliate became an ERISA Affiliate; (iv) the aggregate liability under Subtitle D of Title IV of ERISA of Borrower and its ERISA Affiliates with respect to any such Plan does not at any time exceed \$1,000,000 and with respect to all such Plans in the aggregate does not at any time exceed \$2,000,000; (v) no demand by the Pension Benefit Guaranty Corporation under ERISA sections 4062, 4063, or 4064 is outstanding against such ERISA Affiliate on the date it becomes an ERISA Affiliate; and (vi) no lien described in ERISA section 4068 upon the assets of such ERISA Affiliate is in existence on the date it becomes an ERISA Affiliate.

ARTICLE VI

Events of Default

Section 6.1 Events of Default. If any of the following events ("Events of Default") shall occur and be continuing:

(a) Payments. Borrower shall fail to pay any principal of, or interest on, any of the Loans when the same

becomes due and payable, or Borrower or shall fail to pay any other sum due under this Agreement or any other Credit Documents within five days of the date when the same becomes due and payable; or

(b) Representations and Warranties. Any representation or warranty made or deemed to be made by Borrower or any Subsidiary (or any of its officers) under or in connection with any Credit Document shall prove to have been incorrect or misleading in any material respect when made or deemed to be made; or

(c) Covenants. Borrower or any of its Subsidiaries shall fail to perform or observe any term, covenant or agreement contained herein or in any other Credit Document on its part to be performed or observed (other than failures to pay which are subject to clause (a) above) and any such failure shall remain unremedied for 30 days after written notice thereof shall have been given to Borrower by Agent or any Bank; or

(d) Other Debts. Borrower or any of its Subsidiaries shall, either singly or in combination, fail to pay Debt in excess of \$5,000,000 in the aggregate (excluding Debt specified in subsection (a) above) for Borrower and all such Subsidiaries, or any interest or premium thereon, when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Debt; or any other default under any agreement or instrument relating to any such Debt, or any other event, shall occur and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such default or event is to accelerate, or to permit the acceleration of, the maturity of such Debt; or any such Debt shall be declared to be due and payable, or required to be prepaid (other than by a regularly scheduled required prepayment), prior to the stated maturity thereof; or

(e) Judgments and Orders. Any judgment or order for the payment of money in excess of \$5,000,000 shall be rendered against Borrower or any of its Subsidiaries and either (i) enforcement proceedings shall have been commenced by any creditor upon such judgment or order or (ii) there shall be any period of 60 consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect; or

(f) Insolvency or Voluntary Proceedings.

Borrower or any of its Material Subsidiaries is generally not paying or admits in writing its inability to pay its debts as such debts become due, or files any petition or action for relief under any bankruptcy, reorganization, insolvency, or moratorium Law or any other Law for the relief of, or relating to, debtors, now or hereafter in effect, or makes any assignment for the benefit of creditors, or takes any corporate action in furtherance of any of the foregoing; or

(g) Involuntary Proceedings. An involuntary

petition is filed against Borrower or any Material Subsidiary under any bankruptcy statute now or hereafter in effect, or a custodian, receiver, trustee, assignee for the benefit of creditors (or other similar official) is appointed to take possession, custody or control of any property of Borrower or any of its Material Subsidiaries, and (i) such petition or appointment is not set aside or withdrawn or otherwise ceases to be in effect within 60 days from the date of said filing or appointment, or (ii) an order for relief is entered against Borrower or such Material Subsidiary with respect thereto; or

(h) Appropriation. All, or such as in the

opinion of Majority Banks constitutes substantially all, of the property of Borrower and its Subsidiaries on a consolidated basis is condemned, seized or appropriated; or

(i) Suspension of Business. Borrower or any

Material Subsidiary voluntarily suspends its business for more than five (5) Banking Days in any thirty (30) day period; or

(j) Credit Documents. Any material provision of

any Credit Document shall for any reason cease to be valid and binding on Borrower or any guarantor of the Obligations, or Borrower or any guarantor of the Obligations shall so state in writing;

(k) Change of Control. Any Person (other than

Borrower) becomes an "interested stockholder" (as such term is defined in Section 203 of the General Corporation Law of the State of Delaware) of, or otherwise acquires control of, Borrower or any Material Subsidiary or any Affiliate of Borrower or any Material Subsidiary, except for any Person that was an interested stockholder prior to the date of this Agreement;

then, (i) automatically upon the occurrence of any event specified in clauses (f) or (g) of this Section 6.1 and at

the option of Majority Banks, by notice from Agent to Borrower, in any other event, (A) the obligation of each Bank hereunder or under any other Credit Documents to make any Loans, shall be immediately terminated, and/or (B) the total outstanding principal amount of all Loans, all interest thereon and all other amounts payable under this Agreement or under any other Credit Document shall be forthwith due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by Borrower, and/or (ii) Agent shall upon the request, or may with the consent, of Majority Banks take such actions under and exercise such rights and remedies pursuant to the Credit Documents, or any of them, as Agent may deem appropriate.

ARTICLE VII

Relationship of Agent and Banks

Section 7.1 Authorization and Action. Each Bank hereby appoints and authorizes Agent, as agent on behalf of such Bank, to take such action and to exercise such powers under the Credit Documents as are delegated to Agent by the terms thereof, together with such powers as are reasonably incidental thereto. As to any (x) matters requiring or permitting an approval, consent, waiver, election or other action by Majority Banks, (y) matters as to which, notwithstanding any delegation of authority to Agent, Agent has requested and received instructions from Majority Banks, and (z) matters not expressly provided for by the Credit Documents, Agent shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting only (and shall be fully protected in so acting or refraining from acting) upon the instructions of Majority Banks, and such instructions shall be binding upon all Banks; provided, however, that Agent shall not be required to take any action which exposes Agent to personal liability or which is contrary to any Credit Document or applicable Law. Agent agrees to give to each Bank prompt notice of each notice given to it by Borrower pursuant to the terms of any Credit Document.

Section 7.2 Agent's Reliance, Etc. Neither Agent nor any of its directors, officers, agents, attorneys or employees shall be liable for any action taken or omitted to be taken by it or them under or in connection with any Credit Document, except for its or their own gross negligence or willful misconduct. Without limiting the generality of the foregoing, Agent: (i) may treat each Bank as the holder of the right to payment of its outstanding

Loans until Agent receives and accepts (together with any required transfer fee) an Assignment and Acceptance Agreement signed by such Bank and its Assignee in form satisfactory to the Agent and otherwise in accordance with the provisions of this Agreement; (ii) may consult with legal counsel (including counsel for Borrower), independent public accountants and other experts selected by it and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel, accountants or experts if such counsel, accountants or other experts are selected without gross negligence or willful misconduct on the part of the Agent; (iii) makes no warranty or representation to any Bank and shall not be responsible to any Bank for any statements, warranties or representations made in or in connection with any Credit Document; (iv) shall not have any duty to ascertain or to inquire as to the performance or observance of any of the terms, covenants or conditions of any Credit Document on the part of Borrower or to inspect the property (including the books and records) of Borrower; (v) shall not be responsible to any Bank for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of any Credit Document or any other instrument or document furnished pursuant thereto; and (vi) shall incur no liability under or in respect of any Credit Document by acting upon any notice, consent, certificate or other instrument or writing (which may be by telegram, cable or telex) believed by it in good faith to be genuine and signed or sent by the proper party or parties unless such action by the Agent constitutes gross negligence or willful misconduct on its part.

Section 7.3 Agent and Affiliates. With respect to its Commitments, the Loans made by it and the obligations of Borrower owed to it under the Credit Documents as a Bank thereunder, Agent shall have the same rights and powers under the Credit Documents as any other Bank and may exercise the same as though it were not the Agent; and the term "Bank" or "Banks" shall, unless otherwise expressly indicated, include Agent in its individual capacity. Agent and its Affiliates may accept deposits from, lend money to, act as trustee under indentures of, and generally engage in any kind of business with, Borrower, any of its Subsidiaries and any Person who may do business with or own securities of Borrower or any such Subsidiary, all as if Agent were not Agent and without any duty to account therefor to Banks.

Section 7.4 Bank Credit Decision. Each Bank acknowledges that (a) it has, independently and without reliance upon Agent or any other Bank and based on such documents and information as it has deemed appropriate, made

its own credit analysis and decision to enter into this Agreement, (b) it will, independently and without reliance upon Agent or any other Bank and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement and the other Credit Documents, and (c) Agent has no duty or responsibility, either initially or on a continuing basis, to provide any Bank with any credit or other information (other than obtained under the provisions of this Agreement) with respect thereto, whether coming into its possession before the date hereof or at any time thereafter.

Section 7.5 Indemnification. Each Bank agrees to indemnify Agent (to the extent not reimbursed by Borrower), ratably according to the ratio of such Bank's Commitments to the Commitments of all Banks, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against Agent in any way relating to or arising out of the Credit Documents, or any of them, or any action taken or omitted by Agent under the Credit Documents, or any of them, provided that no Bank shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from Agent's gross negligence or willful misconduct. Without limiting the foregoing, each Bank agrees to reimburse Agent promptly upon demand for such Bank's ratable share (based on the proportion of all Commitments held by such Bank) of any out-of-pocket expenses (including counsel fees and allocated costs of in house legal services) incurred by Agent in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, the Credit Documents, or any of them, to the extent that Agent is not reimbursed for such expenses by Borrower.

Section 7.6 Successor Agent. Agent may resign at any time as Agent under the Credit Documents by giving 30 days' prior written notice thereof to Banks and Borrower and may be removed as Agent under the Credit Documents at any time with or without cause upon written notice to Agent and Borrower signed by Majority Banks. Upon any such resignation or removal, Majority Banks shall have the right to appoint a successor Agent thereunder. If no successor Agent shall have been so appointed by Majority Banks, and shall have accepted such appointment, within 30 days after

the retiring Agent's giving of notice of resignation or Majority Bank's removal of the retiring Agent, then the retiring Agent may, on behalf of the Banks, appoint a successor Agent, which shall be a commercial bank organized under the laws of the United States of America or of a state thereof and having a combined capital and surplus of at least \$200,000,000. Unless and until a successor Agent shall have been appointed as above provided, the retiring Agent shall serve as a caretaker Agent unless dismissed by Majority Banks. Upon the acceptance of any appointment as Agent under the Credit Documents by a successor Agent, such successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall be discharged from all duties and obligations of the Agent arising thereafter under the Credit Documents. After any retiring Agent's resignation or removal as Agent under the Credit Documents, the provisions of this Article VII shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Agent under the Credit Documents.

Section 7.7 Collateral. Each of the Banks represents to Agent and each of the other Banks that it in good faith is not relying upon any "margin stock" (as defined in Regulation U of the Board of Governors of the Federal Reserve System) as collateral in the extension or maintenance of the credit provided for in this Agreement.

ARTICLE VIII

Miscellaneous

Section 8.1 Notices. Except as provided in Article II with respect to the matters therein specified, all notices, demands, instructions, requests, and other communications required or permitted to be given to, or made upon, any party hereto shall be in writing and (except for financial statements and other related informational documents to be furnished pursuant hereto which may be sent by first-class mail, postage prepaid) shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or by prepaid telex, TWX, telecopy, or telegram (with messenger delivery specified) and shall be deemed to be given for purposes of this Agreement on the day that such writing is received by the Person to whom it is to be sent pursuant to the provisions of this Agreement. Unless otherwise specified in a notice sent or delivered in accordance with the foregoing provisions of this Section, notices, demands, requests, instructions, and other communications in writing shall be

given to or made upon each party hereto at the address (or its telex, TWX, or telecopier numbers, if any) set forth for such party on the signature pages hereof or, in the case of any Assignee, set forth in the relevant Assignment and Acceptance Agreement.

Section 8.2 Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that Borrower shall not assign this Agreement or any of the rights of Borrower hereunder without the prior written consent of all Banks and Agent (the giving of such consent to be in each Bank's and Agent's sole and absolute discretion), and any such purported assignment without such consent shall be absolutely void, and (b) no Bank shall assign this Agreement or any of the rights of such Bank hereunder except in accordance with Section 8.11.

Section 8.3 Amendments and Related Matters. No amendment or waiver of any provision of any Credit Document, nor consent to any departure by Borrower therefrom, shall in any event be effective unless the same shall be in writing and signed by Majority Banks and Borrower and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no amendment, waiver or consent with respect to any Credit Document shall, unless in writing and signed by all Banks, do any of the following: (a) waive any of the conditions specified in Section 3.2, (b) increase the Commitments of any Banks or subject the Banks to any additional obligations, (c) reduce the principal of, or interest on, the Loans or fees or other amounts payable to Banks hereunder or under any other Credit Document, (d) postpone any date fixed for any payment of principal of, or interest on, the Loans or any fees or other amounts payable to Banks hereunder or under any other Credit Document, (e) change the relative percentage of the Commitments or of the aggregate unpaid principal amount of the Loans, or the number of Banks required for Banks or any of them to take any action hereunder, (f) release any guaranty of all or any part of the Obligations, or (g) amend Section 2.9 or this Section 8.3; and provided, further, that no amendment, waiver or consent with respect to any Credit Document shall, unless in writing and signed by Agent in addition to the Banks required above to take such action, affect the rights or duties of Agent under this Agreement or any other Credit Document.

Section 8.4 Costs and Expenses; Indemnification.

(a) Expenses. Borrower agrees to pay on demand (i) all costs and expenses of Agent in connection with the preparation, execution, delivery, administration, modification and amendment of the Credit Documents and the other documents to be delivered under the Credit Documents, including, without limitation, the reasonable fees and out-of-pocket expenses of counsel (including allocated costs for in-house legal services) for Agent with respect thereto and with respect to advising Agent as to its rights and responsibilities under the Credit Documents, and (ii) all costs and expenses of Agent and Banks, if any (including, without limitation, reasonable counsel fees and expenses (including allocated costs for in-house legal services)), in connection with the enforcement (whether through negotiations, legal proceedings or otherwise), restructuring (whether or not in the nature of a "work-out"), and the administration of the Credit Documents and the other documents to be delivered under the Credit Documents.

(b) Indemnification. Borrower agrees to indemnify Agent, each Bank and each officer, director, Affiliate, employee, agent or representative of Agent or Bank ("Bank Indemnitees") and hold each Bank Indemnitee harmless from and against any and all liabilities, losses, damages, costs, and expenses of any kind (including the reasonable fees and disbursements of counsel for any Bank Indemnitee (including allocated costs of in-house counsel)) in connection with any investigative, administrative, or judicial proceeding, whether or not such Bank Indemnitee shall be designated a party thereto (but if not a party thereto, then only with respect to such proceedings where such Bank Indemnitee (i) is subject to legal process (whether by subpoena or otherwise) or other compulsion of law, (ii) believes in good faith that it may be so subject, or (iii) believes in good faith that it is necessary or appropriate for it to resist any legal process or other compulsion of law which is purported to be asserted against it), which may be incurred by any Bank Indemnitee, relating to or arising out of this Agreement or any of the other Credit Documents, any of the transactions contemplated hereby or thereby, or any actual or proposed use of proceeds of Loans hereunder; provided, however, that no Bank Indemnitee shall have the right to be indemnified hereunder for its own gross negligence or willful misconduct.

Section 8.5 Oral Communications. Agent may, but is not required (except as provided in Section 2.1(b)) to, accept and act upon oral communications from Borrower. Any oral communication from Borrower to Agent (including telephone communications) hereunder shall be immediately confirmed in writing by Borrower, but in the event of any

conflict between any such oral communication and the written confirmation thereof, such oral communication shall control if Agent has acted thereon prior to actual receipt of written confirmation. Borrower shall indemnify Agent and hold Agent harmless from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, expenses and disbursements of any kind or nature whatsoever (including attorneys' fees and allocated costs for in-house legal services) which arise out of or are incurred in connection with the making of Loans or taking other action in reliance upon oral communications, except that Agent shall not be indemnified against its own gross negligence or willful misconduct.

Section 8.6 Entire Agreement. This Agreement and the other Credit Documents are intended by the parties hereto to be a final and complete expression of all terms and conditions of their agreement with respect to the subject matter thereof and supersede all oral negotiations and prior writings in respect to the subject matter hereof.

Section 8.7 Governing Law. THIS AGREEMENT AND EACH OTHER CREDIT DOCUMENT (EXCEPT TO THE EXTENT THE LAW OF ANOTHER JURISDICTION IS EXPRESSLY CHOSEN THEREIN) SHALL BE GOVERNED BY AND CONSTRUED UNDER THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

Section 8.8 Severability. The illegality or unenforceability of any provision of this Agreement or any other Credit Document shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or such Credit Document.

Section 8.9 Counterparts. This Agreement may be executed in as many counterparts as may be deemed necessary or convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original but all such counterparts shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 8.10 Confidentiality. Unless otherwise required by any Directive, Agent and each Bank agrees not to voluntarily disclose to unrelated third parties information clearly marked as "Confidential" provided to it pursuant to this Agreement or the other Credit Documents, except that there shall be no obligation of confidentiality in respect

of (i) any information which may be generally available to the public or becomes available to the public through no fault of Agent or such Bank; (ii) communications with actual or prospective participants, or Assignees which undertake in writing to be bound by this Section 8.10; or (iii) Agent's or any Bank's directors, officers, employees and other representatives and agents, and directors, officers, employees and other representatives and agents of its Affiliates, legal counsel, auditors and internal bank examiners, and to the extent necessary or advisable in its judgment, independent engineering consultants and other experts or consultants retained by it, if in the case of a person or entity other than a director, officer, employee, legal counsel, auditor or internal bank examiner, Agent or such Bank obtains from such person or entity an undertaking in writing as to confidentiality substantially identical to this undertaking.

Section 8.11 Assignments and Participations.

(a) Assignments. Each Bank may, upon at least five Banking Days' notice to Agent, assign to one or more financial institutions (as "Assignee") all or a portion of its rights and obligations under this Agreement (including, without limitation, all or a portion of its Commitments, and the Loans); provided, however, that (i) each such assignment shall be of a constant, and not a varying, percentage of the assigning Bank's rights and obligations under this Agreement being assigned, and any assignment of such Bank's Commitment and Loans shall cover the same percentage of such Bank's Commitment and Loans and the same percentage of its Tranche A Commitment (or Tranche A Loans) and Tranche B Commitment (or Tranche B Loans), (ii) unless Agent and Borrower otherwise consent, the amount of the Commitment (such amount to be determined without reduction for utilization) of the assigning Bank being assigned pursuant to each such assignment (determined as of the date of the Assignment and Acceptance Agreement with respect to such assignment) shall not be less than \$10,000,000 or shall be an integral multiple of \$1,000,000 in excess thereof, and, unless such assigning Bank is assigning its entire Commitment, shall not reduce the amount of the Commitment retained by such Bank to less than the greater of \$10,000,000 or one-half of the original amount of such Bank's Commitment hereunder, (iii) each such assignment shall be to an institutional lender, (iv) the parties to each such assignment shall execute and deliver to Agent, for its approval, acceptance and recording an Assignment and Acceptance Agreement, together with a processing and recordation fee of \$2,500, and (v) Borrower shall consent to such assignment, which consent shall not be unreasonably withheld. Upon such execution, delivery,

approval, acceptance and recording, from and after the effective date specified in each Assignment and Acceptance Agreement, (x) the Assignee thereunder shall be a party hereto as a Bank and, to the extent that rights and obligations hereunder have been assigned to it pursuant to such Assignment and Acceptance Agreement, have the rights and obligations of a Bank hereunder and (y) the Bank assignor thereunder shall, to the extent that rights and obligations hereunder have been assigned by it pursuant to such Assignment and Acceptance Agreement, relinquish its rights and be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance Agreement, covering all or the remaining portion of an assigning Bank's rights and obligations under this Agreement, such Bank shall cease to be a party hereto).

(b) Effect of Assignment. By executing and delivering an Assignment and Acceptance Agreement, a Bank assignor thereunder and the Assignee thereunder confirm to and agree with each other and the other parties hereto as follows: (i) other than as expressly provided in such Assignment and Acceptance Agreement, such assigning Bank makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement or any other Credit Document or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other Credit Document or any other instrument or document furnished pursuant hereto; (ii) such assigning Bank makes no representation or warranty and assumes no responsibility with respect to the financial condition of Borrower or the performance or observance by Borrower of any of its obligations under any Credit Document or any other instrument or document furnished pursuant hereto or with respect to the taxability of payments to be made hereunder or under the other Credit Documents; (iii) such assignee confirms that it has received a copy of this Agreement, together with copies of the financial statements referred to in Section 4.1(k) and Section 5.1(h) and such other Credit Documents and other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance Agreement; (iv) such Assignee will, independently and without reliance upon Agent, such assigning Bank or any other Bank and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement; (v) such Assignee appoints and authorizes Agent to take such action as agent on its behalf and to exercise such powers under this Agreement and the other Credit Documents as are delegated to Agent by the terms hereof and

thereof, together with such powers as are reasonably incidental thereto; and (vi) such Assignee agrees that it will perform in accordance with their terms all of the obligations which by the terms of this Agreement or any other Credit Document are required to be performed by it as a Bank.

(c) Assignment Register. Agent shall maintain at its Agency Office a copy of each Assignment and Acceptance Agreement delivered to and accepted by it and a register for the recordation of the names and addresses of the Banks and the Commitments of, and principal amount of the Loans owing to, each Bank from time to time. The entries in such register shall be conclusive and binding for all purposes, absent manifest error, and Borrower and Agent and Banks may treat each Person whose name is recorded in the register as a Bank hereunder for all purposes of this Agreement. The register shall be available for inspection by Borrower or any Bank at any reasonable time and from time to time upon reasonable prior notice.

(d) Assignments Recorded. Upon its receipt of an Assignment and Acceptance Agreement executed by an assigning Bank and an Assignee, Agent shall, if such Assignment and Acceptance Agreement has been properly completed, and subject to Borrower's consent as above provided (i) accept such Assignment and Acceptance Agreement, (ii) record the information contained therein in the register maintained by Agent for this purpose and (iii) give prompt notice thereof to Borrower.

(e) Participations. Each Bank may sell participations to one or more Persons in or to all or a portion of its rights and obligations under this Agreement (including, without limitation, all or a portion of its Commitments, and the Loans owing to it); provided, however, that (i) such Bank's obligations under this Agreement (including, without limitation, its Commitments to Borrower hereunder) shall remain unchanged, (ii) such Bank shall remain solely responsible to the other parties hereto for the performance of such obligations, (iii) such Bank shall remain the owner of such Loans for all purposes of this Agreement, and (iv) Borrower, Agent, and Banks shall continue to deal solely and directly with such Bank in connection with such Bank's rights and obligations under this Agreement, provided, further, to the extent of any such participation (unless otherwise stated therein and subject to the preceding proviso), the assignee or purchaser of such participation shall, to the fullest extent permitted by law, have the same rights and benefits hereunder as it would have if it were a Bank hereunder; and provided, further, that

each such participation shall be granted pursuant to an agreement providing that the purchaser thereof shall not have the right to consent or object to any action by the selling Bank (who shall retain such right) other than an action which would (i) reduce principal of or interest on any Loan or Fees in which such purchaser has an interest, or (ii) postpone any date fixed for payment of principal of or interest on any such Loan or such fees; and provided, further, that notwithstanding anything to the contrary in this subsection (e), the provisions of Sections 2.6 and 2.7 hereof shall apply to the purchasers of participations only to the extent, if any, that the Bank or Assignee assigning or selling such participation would be entitled to request additional amounts under such Sections if such Bank or Assignee had not sold or assigned such participation.

(f) Assignment to Federal Reserve Bank. Anything herein to the contrary notwithstanding, each Bank shall have the right to assign or pledge from time to time any or all of its Commitments, Loans or other rights hereunder or under any of the other Credit Documents to any Federal Reserve Bank.

Section 8.12 Waiver of Trial by Jury. BORROWER, BANKS, AND AGENT, TO THE MAXIMUM EXTENT THEY MAY LEGALLY DO SO, HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT, THE OTHER CREDIT DOCUMENTS, OR IN ANY WAY CONNECTED WITH, OR RELATED TO, OR INCIDENTAL TO, THE DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THIS AGREEMENT, OR THE OTHER CREDIT DOCUMENTS, THE NEGOTIATION, ADMINISTRATION, PERFORMANCE, OR ENFORCEMENT HEREOF OR THEREOF, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND IRRESPECTIVE OF WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE EXTENT THEY MAY LEGALLY DO SO, BORROWER, BANKS AND AGENT HEREBY AGREE THAT ANY SUCH CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 8.12 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE OTHER PARTY OR PARTIES HERETO TO WAIVER OF ITS OR THEIR RIGHT TO TRIAL BY JURY.

Section 8.13 Choice of Forum and Service of Process. To the maximum extent permitted by Law, Borrower, Agent and Banks agree that all actions or proceedings arising in connection with the Credit Documents shall be tried and determined only in the state and federal courts located in the County of New York, State of New York, or, at the sole option of Agent, in any other court in which Agent

shall initiate legal or equitable proceedings and which has subject matter jurisdiction over the matter in controversy. To the extent it may lawfully do so, Borrower waives any right it may have to assert the doctrine of forum non conveniens or to object to venue to the extent any proceeding is brought in accordance with this section. Borrower hereby irrevocably and unconditionally designates and appoints (a) the Secretary of State of the State of New York, and (b) if Borrower no longer maintains its principal executive offices in New York State, such other Person reasonably satisfactory to the Agent and the Majority Banks as may be selected by Borrower and irrevocably agree in writing to so serve, as its agent to receive on its behalf service of all process in any proceedings in any such court, such service being hereby acknowledged by Borrower to be effective and binding service in every respect. A copy of any such process so served shall be mailed by registered mail to Borrower; provided, however, that unless otherwise provided by mandatory provisions of applicable law, any failure to mail such copy shall not affect the validity of service of process. If any agent appointed by Borrower refuses to accept service, Borrower hereby agrees that service upon it by mail shall constitute sufficient notice. Nothing herein shall affect the right to serve process in any other manner permitted by law.

Section 8.14 Remedies. The remedies provided to Agent and Banks in the Credit Documents are cumulative and are in addition to, and not in lieu of, any remedies provided by law. To the maximum extent permitted by law, remedies may be exercised by Agent or any Bank successively or concurrently, and the failure to exercise any remedy shall not constitute a waiver thereof, nor shall the single or partial exercise of any remedy preclude any other or further exercise of such remedy or any other right or remedy.

Section 8.15 Right of Set-Off. Upon the occurrence and during the continuance of any Event of Default, each Bank is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set-off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by such Bank to or for the credit or the account of Borrower against an equivalent amount of the Obligations, irrespective of whether or not such Bank shall have made any demand under this Agreement and although such obligations may be unmatured. Each Bank agrees promptly to notify Borrower and Agent after any such set-off and application is made by such Bank, provided that the failure to give such notice shall not affect the

validity of such set-off and application. The rights of each Bank under this Section are in addition to other rights and remedies (including, without limitation, other rights of set-off) which such Bank may have.

Section 8.16 Effectiveness and Effect of Agreement. This Agreement shall become effective (and the date this Agreement becomes so effective is the "Effective Date") if, and only if, on or before June 22, 1994:

(i) Agent shall have received counterparts of this Agreement duly executed by Borrower and the Banks listed on the signature pages hereof and Agent and shall have so notified Borrower and Banks;

(ii) The conditions specified in Section 3.1 shall have been satisfied; and

(iii) Agent shall have received such other approvals, opinions or documents as Agent or Majority Banks may reasonably request.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

COMPANY: COMPUTER ASSOCIATES INTERNATIONAL,
INC., a Delaware corporation
By /s/Ira Zar

Its Senior Vice President & Treasurer

Address for Notices:

One Computer Associates Plaza
Islandia, New York, 11788-7000
Attn: Treasurer
Telecopier: (516) 342-4866
Telex: 981-393

AGENT: CREDIT SUISSE, as Agent for the
Banks
By /s/Lauri Sivaslian

Its MSM

By /s/Scott Zoellner

Its Associate

Address for Notices:

Tower 49
12 East 49th Street
New York, New York 10017
Attn: Michael Mast/Scott Zoellner
Telecopier: (212) 238-5439
Telex:

BANKS: CREDIT SUISSE

By

Its

By

Its

Address for Notices:

Tower 49
12 East 49th Street
New York, New York 10017
Attn: Michael Mast/Scott Zoellner
Telecopier: (212) 238-5439
Telex:

CHEMICAL BANK

By /s/Phyllis Sawyer

Its Vice President

Address for Notices:

395 North Service Road
Third Floor; Suite 302
Melville, New York 11747-3142
Attention: Anmarie Romeo
 Phyllis Sawyer
 Sally Ballweg
Telecopier: (516) 755-0152
Telex:

MELLON BANK

By /s/David Smith

Its Assistant Vice President

Address for Notices:

Three Mellon Bank Center
Room 153-2305
Pittsburgh, Pennsylvania 15258
Attention:
Loan Administration
Telecopier: (412) 234-5049
Telex: 812 367/MELBNK

SHAWMUT BANK, N.A.

By /s/Olaperi Onipede

Its Director

Address for Notices:

One Federal Street
Boston, Massachusetts 02211
Attention: Olaperi Onipede
Mail Code OF-0323
Telecopier: (617) 423-5214
Telex: 6817133 SHAWMUT-BSN

NATIONAL WESTMINSTER BANK USA

By /s/Jeffrey B. Carstens

Its Vice President

Address for Notices:

100 Jericho Quadrangle
Jericho, New York 11753
Attention: Jeffrey B. Carstens
Telecopier: (516) 349-2098
Telex:

THE FUJI BANK, LIMITED, NEW YORK
BRANCH

By /s/Yoshihiko Shiotsugu

Its Vice President & Manager

Address for Notices:

Two World Trade Center
79th Floor
New York, New York 10048
Attention: Walter Duffy (For Credit
Matters)
Kathleen Barsotti (For
Administration Matters)
Telecopier: (212) 912-0516
Telex: 420626/FUJ UI

THE BANK OF NOVA SCOTIA

By /s/Stephen Lockhart

Its Vice President

Address for Notices:

New York Agency
1 Liberty Plaza
26th Floor
New York, New York 10006
Attention: Alan Reiter
Telecopier: (212) 225-5090
Telex: ITT 421791/WUI 669859

THE BANK OF NEW YORK

By /s/William A. Kerr

Its Vice President

Address for Notices:

One Wall Street, 8th Floor
New York, New York 10286
Attention: Gianni W. Sellers
Telecopier: (212) 635-1480
Telex:

COMMERZBANK AG

By /s/Juergen Boysen /s/Michael D. Hintz

Its Senior Vice President Vice President

Address for Notices:

Two World Financial Center
New York, New York 10281-1050
Attention: Michael Hintz
Telecopier: (212) 266-7235
Telex:

THE BANK OF TOKYO TRUST CO. LTD.

By /s/Neal Hoffson

Its Vice President

Address for Notices:

1251 Avenue of the Americas
12th Floor
New York, New York 10116
Attention: Neal Hoffson
Telecopier: (212) 782-6445
Telex:

Schedule 1

Commitment Schedule

A. Agency Office: Tower 49

 12 East 49th Street
 New York, New York 10017

B. Banks: (Listed Below)

Bank -----	Commitment -----	Lending Office -----
Credit Suisse	\$37,500,000	Tower 49 12 East 49th Street New York, New York 10017
Chemical Bank	\$25,000,000	395 North Service Road Third Floor; Suite 302 Melville, New York 11747-3142
Mellon Bank	\$31,250,000	Three Mellon Bank Center Room 153-2305 Pittsburgh, Pennsylvania 15258
National Westminster Bank USA	\$25,000,000	100 Jericho Quadrangle Jericho, New York 11753
Shawmut Bank, N.A.	\$25,000,000	One Federal Street Boston, Massachusetts 02211
The Fuji Bank, Limited, New York Branch	\$25,000,000	Two World Trade Center 79th Floor New York, New York 10048
The Bank of Nova Scotia	\$31,250,000	New York Agency 1 Liberty Plaza 26th Floor New York, New York 10006
The Bank of New York	\$12,500,000	1 Wall Street 8th Floor New York, New York 10286
Commerzbank AG	\$12,500,000	Two World Financial Center New York, New York 10281-1050
The Bank of Tokyo Trust Co. Ltd.	\$25,000,000	1251 Avenue of the Americas 12th Floor New York, New York 10116

Schedule 2

Existing Loans

Bank	Tranche A Loans	Tranche B Loans	Total Loans
Credit Suisse	0	\$4,000,000	\$4,000,000
Chemical Bank	0	\$4,000,000	\$4,000,000
Mellon Bank	0	\$4,000,000	\$4,000,000
National Westminster Bank USA	0	\$2,000,000	\$2,000,000
Shawmut Bank, N.A.	0	\$1,600,000	\$1,600,000
The Fuji Bank Limited, New York Branch	0	\$1,200,000	\$1,200,000
The Bank of Nova Scotia	0	\$1,200,000	\$1,200,000
The Bank of New York	0	\$1,200,000	\$1,200,000
The Bank of Tokyo Trust Co., Ltd.	0	\$ 800,000	\$ 800,000

ASSIGNMENT AND ACCEPTANCE AGREEMENT
(Short Term Revolver)

This ASSIGNMENT AND ACCEPTANCE AGREEMENT, dated as of _____, 19____, is made between _____ ("Assignor") and _____ ("Assignee") as follows:

1. As used herein (the following definitions to be applicable in both singular and plural forms):

"Applicable Loans" means the Loans outstanding on the Effective Date under the Applicable Commitment.

"Applicable Commitment" means Assignor's Commitment under the Credit Agreement.

"Assigned Percentage" means that percentage of Assignor's rights and obligations under the Applicable Commitment which is equal to ____% of such Applicable Commitment and the Applicable Loans as of the Effective Date.

"Credit Agreement" means the Credit Agreement, dated as of June 21, 1994, as the same may have been amended to the date hereof, by and between Computer Associates International, Inc., a Delaware corporation, the banks and other financial institutions parties thereto (the "Banks"), and Credit Suisse, as agent for the Banks.

"Effective Date" has the meaning ascribed thereto in Paragraph 5 hereof.

Other initially capitalized terms used herein and not otherwise specifically defined have the meaning ascribed thereto in the Credit Agreement.

2. Assignor hereby sells and assigns to Assignee, and Assignee hereby purchases and assumes from Assignor, the Assigned Percentage of Assignor's rights and obligations as a Bank under the Credit Agreement with respect to the Applicable Commitment (including, without limitation, the Assigned Percentage of (i) the Applicable Commitment as in effect as of the Effective Date, and (ii) each of the Applicable Loans).

3. The Assignor (i) represents and warrants that it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim; (ii) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement or any other Credit Document or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement or any other Credit Document or any other instrument or document furnished pursuant thereto; and (iii) makes no representation or warranty and assumes no responsibility with respect to the financial condition of Borrower or the performance or observance by Borrower of any of its obligations under the Credit Documents or any other instrument or document furnished pursuant thereto.

4. Assignee (i) acknowledges that, other than as expressly provided in this Agreement, Assignor makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement or any other Credit Document or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement or any other Credit Document or any other instrument or document furnished pursuant thereto; (ii) acknowledges that Assignor makes no representation or warranty and assumes no responsibility with respect to the financial condition of Borrower or the performance or observance by Borrower of any of its obligations under any Credit Document or any other instrument or document furnished pursuant thereto or with respect to the taxability of payments to be made under the Credit Agreement or under the other Credit Documents; (iii) confirms that it has received a copy of the Credit Agreement, together with copies of the financial statements referred to in Section 4.1(k) and Section 5.1(h) of the Credit Agreement and such other Credit Documents and other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Agreement; (iv) will, independently and without reliance upon Agent, Assignor or any other Bank and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement; (v) appoints and authorizes Agent to take such action as agent on its behalf and to exercise such powers under the Credit Agreement and the other Credit Documents

as are delegated to Agent by the terms thereof, together with such powers as are reasonably incidental thereto; (vi) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Credit Agreement or any other Credit Document are required to be performed by it as a Bank; and (vii) specifies as its Applicable Lending Office(s) and address for notices the office(s) set forth beneath its name on the signature pages hereof.

5. The effective date for the assignment and acceptance hereunder (the "Effective Date") shall be the date on which the Assignor receives an amount in the same day funds equal to the Assigned Percentage of the aggregate principal amount of Applicable Loans owing to Assignor and outstanding on such date and has notified Agent of such receipt; provided, however, that the Effective Date hereunder shall not occur unless and until (x) Borrower shall have consented thereto by executing (at the place indicated for Borrower's signature hereon) and delivering to Agent a counterpart of this Agreement, and (y) Agent has received an executed original of this Agreement, and Agent's processing and recording fee has been paid, in accordance with the requirements of Section 8.11(a) of the Credit Agreement.

6. (a) As of the Effective Date, (i) Assignee shall be a party to the Credit Agreement and, to the extent provided in this Agreement, have the rights and obligations of a Bank thereunder and (ii) Assignor shall, to the extent provided in this Agreement, relinquish its rights and be released from its obligations under the Credit Agreement; and (b) from and after the Effective Date, Agent shall make all payments under the Credit Agreement in respect of all interest assigned hereby (including, without limitation, all payments of principal, interest and commitment and other fees relating to the Assigned Percentage) to Assignee. Assignor and Assignee shall make all appropriate adjustments in payments under the Credit Agreement for periods prior to the Effective Date directly between themselves.

7. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. THIS AGREEMENT IS ONE OF THE CREDIT DOCUMENTS (AS DEFINED IN THE CREDIT AGREEMENT) AND IS SUBJECT TO SECTION 8.13 (CHOICE OF FORUM AND SERVICE OF PROCESS)

AND SECTION 8.12 (WAIVER OF TRIAL BY JURY) THEREOF. THE PROVISIONS OF SUCH SECTIONS 8.13 AND 8.12 ARE INCORPORATED HEREIN IN FULL.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

ASSIGNOR:

By _____
Its _____

ASSIGNEE:

By _____
Its _____

Applicable Lending Office(s)
and address for notices:

BORROWER'S CONSENT

The undersigned hereby consents to the foregoing
Assignment and Acceptance Agreement this _____ day of
_____, 19____.

COMPUTER ASSOCIATES
INTERNATIONAL, INC.

By _____

Its _____

COMPLIANCE CERTIFICATE

[SHORT TERM REVOLVER]

To the Banks and the Agent
Referenced Below

The undersigned hereby certifies that:

1. This Compliance Certificate is being delivered pursuant to Section 3.1 of that certain Credit Agreement, dated as of June 21, 1994, as the same may have been amended to the date hereof (the "Credit Agreement"), by and between Computer Associates International, Inc. a Delaware corporation ("Company"), the banks and other financial institutions parties thereto (the "Banks") and Credit Suisse, as agent for the Banks (in such capacity, "Agent"). Any and all initially capitalized terms used herein have the meanings ascribed thereto in the Credit Agreement unless otherwise specifically defined herein.

2. The undersigned is a Responsible Officer of Company with the title set forth below his signature hereon.

3. The undersigned has reviewed the terms of the Credit Agreement and the other Credit Documents with a view toward determining whether Company has complied with the terms thereof in all material respects, has made, or has caused to be made under his supervision, a review in reasonable detail of the transactions and condition of Company and its Subsidiaries as of June 21, 1994 (the "Determination Date"), and such review has disclosed that as of such date:

(a) the representations and warranties contained in Section 4.1 of the Credit Agreement and in the other Credit Documents are true and correct, as though made on and as of such date except to the extent such representations and warranties are specifically limited to a prior date; and

(b) no event has occurred and is continuing which constitutes an Event or Default or would constitute an Event of Default but for the requirement that notice be given or time

elapse or both.

4. Borrower is in compliance with the covenants set forth in Sections 5.2(b), (c)ii, (e), (h) and (i) of the Credit Agreement.

I hereby certify the foregoing information to be true and correct in all material respects and execute this Compliance Certificate this 21st day of June, 1994.

Title:
a Responsible Officer of Computer
Associates International, Inc.

NOTICE OF BORROWING

(SHORT TERM REVOLVER)

Credit Suisse
As the Agent under the Credit
Agreement referenced below

This Notice of Borrowing is given pursuant to Section 2.1 of that certain Credit Agreement, dated as of June 21, 1994, as the same may have been amended to the date hereof (the "Credit Agreement"), by and between Computer Associates International, Inc., a Delaware corporation and the Banks and other financial institutions parties thereto (the "Banks") and Credit Suisse, as agent for the Banks. Any and all initially capitalized terms used herein have the meanings ascribed thereto in the Credit Agreement unless otherwise specifically defined herein.

The undersigned hereby (one checked as applicable):

gives Agent irrevocable notice

confirms its irrevocable telephonic notice to Agent

that it requests a Loan under the Credit Agreement as follows:

1. Date of Loan. The requested date of the proposed Loan is _____, 19__.

2. Amount of Loan. The requested aggregate amount of the proposed Loan is: \$_____.

3. Rate Option and Interest Period. The requested rate option and Interest Period for the proposed Loan is ((a) or (b) checked as applicable):

(a) The Eurodollar Rate for an Interest Period of (one checked as applicable):

1 month

2 months

3 months

6 months

9 months

12 months

(b) The Base Rate for an Interest Period of _____ days.

5. Representations and Warranties. The undersigned hereby certifies that the following statements are true on the date hereof, and will be true on the date of the proposed Loan:

(a) the representations and warranties contained in Section 4.1 of the Credit Agreement and in the other Credit Documents are true and correct before and after giving effect to the proposed Loan and to the application of the proceeds therefrom, as though made on and as of such date except to the extent such representations and warranties are specifically limited to a prior date;

(b) no event has occurred and is continuing, or would result from such proposed Loan or from the application of the proceeds therefrom, which constitutes an Event of Default or would constitute an Event of Default but for the requirement that notice be given or time elapse or both: and

(c) all conditions precedent under Article III of the Credit Agreement to the making of the Loans are satisfied.

Dated: _____, 19__.

COMPUTER ASSOCIATES
INTERNATIONAL, INC.,

By _____

Its _____

[Opinion of Borrower's Counsel]
[Short Term Revolver]
[_____, 1994]

To the Banks Referenced Below and the Agent:

Re: Computer Associates International, Inc.

Ladies and Gentlemen:

This opinion is furnished to you pursuant to Section 3.1(f) of the Credit Agreement dated as of June 21, 1994 (the "Credit Agreement"), by and between Computer Associates International, Inc., a Delaware corporation (the "Company"), on the one hand, and the banks and other financial institutions party thereto reflected on the signature pages thereof (the "Banks") and Credit Suisse, as agent for the Banks (in such capacity "Agent"), on the other hand. Unless otherwise defined herein, terms defined in the Credit Agreement are used herein as therein defined.

We have acted as counsel for the Company in connection with the Credit Agreement and certain of the transactions contemplated thereby. In that connection we have examined an executed copy of the Credit Agreement, together with all Exhibits thereto.

We have also familiarized ourselves with the Restated Certificate of Incorporation and by-laws of the Company, as amended to date, and have examined the originals, or copies certified or otherwise identified, of corporate records of the Company, including minute books of the Company as furnished to us by the Company, certificates of public officials and of representatives of the Company, statutes and other instruments and documents, as a basis for the opinions hereinafter expressed. In giving such opinions we have relied upon certificates of officers of the Company with respect to the accuracy of the material factual matters contained in such certificates.

We have also assumed (i) that all signatures on all documents examined by us are genuine, (ii) that all documents submitted to us as copies are true and correct copies of the originals, and (iv)

that all information submitted to us is accurate and complete.

On the basis of the foregoing, subject to the assumptions, limitations, qualifications and exceptions set forth herein, we are of the opinion that:

1. The Company is a corporation, duly incorporated, validly existing and in good standing under the laws of the State of Delaware, and has the requisite corporate power and authority to own and operate its properties and to carry on its business as presently conducted.
2. The Company has the requisite corporate power and authority to enter into the Credit Agreement, to bind itself thereby, and to perform its obligations thereunder.
3. The Credit Agreement has been duly authorized by all necessary corporate action on the part of the Company and has been duly executed and delivered by the Company. The Credit Agreement, constitutes, and the other Credit Documents to which the Company becomes a party when executed will constitute, the valid and binding obligations of the Company enforceable against the Company in accordance with their respective terms.
4. The choice of New York law to govern the construction and interpretation of the Credit Agreement is a valid and effective choice of law under the laws of the States of Delaware and New York, and adherence to existing judicial precedents under law would require a court sitting in Delaware and New York to abide by such choice of law.
5. The execution and delivery by the Company of the Credit Agreement and the other Credit Documents to which it is a party, the performance by Company of its obligations thereunder and the consummation of the transactions contemplated thereby will not (a) conflict with the Restated Certificate of Incorporation or by-laws of the Company, as amended, or (b) conflict with or result in a breach of, or constitute a default under (with or without the giving of notice, the passage of time or both), or result in the creation or imposition of any Lien (other than exceptions permitted by Section 5.2(a) of the Credit Agreement) upon any of the property or assets of the Company or of any of its Subsidiaries under (i) any

indenture, mortgage, deed of trust or other instrument or agreement known to us by which the Company or any of its Subsidiaries is bound, and to which any of the property or assets of the Company or any of its Subsidiaries are subject or (ii) any existing applicable Law affecting the Company or any of its Subsidiaries or any of the properties or assets of the Company or any of its Subsidiaries, except for, in the case of clause (ii), any conflict, breach or default that (A) is not material and (B) does not impair the ability of the Company to perform its obligations under the Credit Agreement or any other Credit Document to which it is a party or of Agent or any Bank to enforce or collect any of the Obligations.

6. No order, license, consent, authorization or approval of, or exemption by, or notice to or registration with, any federal, state, municipal or other governmental department, commission, board, bureau, agency or other governmental, administrative or judicial authority or regulatory body, and no filing, recording, publication or registration of any kind, is required in connection with the execution, delivery and performance by the Company (or any of its Subsidiaries) of the Credit Agreement, or the other Credit Documents to which it is a party, or for the legality, validity, binding effect or enforceability thereof.
7. The making of Loans and the application of the proceeds thereof by the Company as provided in the Credit Agreement do not violate Regulation G, T, U, or X of the Board of Governors of the Federal Reserve System (the "Board"), or any other regulation of the Board.
8. The Company is not an "investment company" or a company "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended. Neither the Company nor any of its Subsidiaries is a "holding company" or a "subsidiary" of a "holding company" as defined in the Public Utility Holding Act of 1935, as amended.
9. To our knowledge, except as disclosed in the Notes to the Company's financial statements referred to in Section 4.1(k) of the Credit Agreement, there is no action, suit, or proceeding pending or overtly threatened against the Company or any of its Subsidiaries of the nature described in Section 4.1(h) of the Credit Agreement or in which an injunction or order has been entered preventing the making of the Loans.

The opinions set forth above in paragraph 3 are subject, with your concurrence, to the following qualifications, assumptions, limitations and exceptions: (i) the performance by the Company and the enforceability of the Credit Agreement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or conveyance or other laws of general application affecting creditor's rights and to court decisions with respect thereto, by implied or express covenants of good faith and fair dealing and by general principles of equity (regardless of whether such validity, binding effect or enforceability is considered in a proceeding in equity or at law); (ii) we express no opinion as to the availability of equitable remedies for any breach of the provisions of the Credit Agreement other than those relating to the payment of money; (iii) we express no opinion as to the validity, binding effect, or enforceability of any provision of the Credit Agreement relating to indemnification or contribution with respect to claims arising under any federal or state securities law; and (iv) provisions to the effect that failure to exercise or delay in exercising rights or remedies will not operate as a waiver of the right or remedy are unenforceable under certain circumstances.

To the extent that the opinion herein may be dependent upon such matters, we have assumed that each of Agent and the Banks is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized, that the Credit Agreement has been or will be duly authorized, executed, and delivered by each of Agent and the Banks, and constitutes the valid and binding obligation of each of Agent and the Banks, and that each of Agent and the Banks has the requisite power and authority to perform its obligations under the Credit Agreement.

Except as expressly addressed in this opinion, we are not expressing any opinion as the effect of Agent's or any Bank's compliance or noncompliance with any state, federal or foreign laws or regulations applicable to the transactions because of the nature of the business conducted by Agent or such Bank.

We are members of the Bar of the State of New York. The foregoing opinion is based on and is limited to the law of the State of New York, and the relevant law of the United States of America and of the State of Delaware, and we render no opinion with respect to the laws of any other jurisdiction. The opinions expressed herein are solely for your benefit in connection with the above transactions and may not be relied on in any manner or for any purpose by any other person. Copies may not be furnished to any other person without the prior written consent of this firm, except that you may furnish copies thereof: (a) to your independent auditors and attorneys; (b) to any state or federal authority having regulatory jurisdiction over you; (c) pursuant to the order or legal process of any court or governmental agency; (d) in connection with any legal action to which you are a party arising out of the above transactions; and (e) any Bank or any proposed participant in or assignee of any Bank's interest in any Loan or Commitment, any proposed Additional Bank or any successor to Agent.

Very truly yours,

CREDIT AGREEMENT

between

COMPUTER ASSOCIATES INTERNATIONAL, INC.

as Borrower

and

THE BANKS AND OTHER FINANCIAL
INSTITUTIONS PARTY HERETO

as Banks

and

CREDIT SUISSE

as Agent

[Long Term Revolver]

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- Exhibit B - Compliance Certificate
- Exhibit C - Notice of Borrowing
- Exhibit D - Opinion of Borrowers' Counsel

CREDIT AGREEMENT

This CREDIT AGREEMENT, dated as of June 21, 1994, is made by and between COMPUTER ASSOCIATES INTERNATIONAL, INC., a Delaware corporation ("Borrower"), the banks and other financial institutions parties hereto ("Banks"), and CREDIT SUISSE, as agent for the Banks (in such capacity, "Agent").

The parties hereto agree as follows:

ARTICLE I

Definitions and Interpretation

Section 1.1 Defined Terms. As used in this Agreement:

"Affiliate" means, as to any Person, any other Person directly or indirectly controlling or controlled by or under common control with such Person.

"Agency Office" means the office of Agent designated on the Commitment Schedule, or such other office of Agent as Agent may from time to time designate by notice to Borrower and the Banks.

"Agent" means Credit Suisse in its capacity as agent for the Banks hereunder, any successor thereto in such capacity.

"Alternate Credit Facility" shall mean the short-term revolving Credit Agreement dated as of June 21, 1994 among Borrower, Credit Suisse as agent and certain banks and financial institutions named therein, as it may be amended or supplemented from time to time.

"Applicable Agent's Account" means the account of Agent maintained at the Agency Office, or such other account of Agent as may be hereafter from time to time designated by Agent upon notice to the Borrower and the Banks, as the account through which the Banks are to make Loans and the Borrower is to repay Loans and to pay the other sums due under this Agreement.

"Applicable Lending Office" means with respect to each Bank the office of such Bank designated on the Commitment Schedule, or in the Assignment and Acceptance

Agreement or Additional Commitment Agreement pursuant to which it became a Bank, or such other office of such Bank as such Bank may from time to time designate by notice to Borrower and the Agent.

"Assignee" has the meaning ascribed thereto in Section 8.11.

"Assignment and Acceptance Agreement" means an assignment and acceptance agreement, in compliance with Section 8.11 and substantially in the form of Exhibit A hereto.

"Bank Holding Company" means any Person that directly or indirectly controls any Bank.

"Banks" means the banks and other financial institutions signatory hereto in their capacity as Banks, any Assignees hereafter added as Banks under one or more Assignment and Acceptance Agreements pursuant to Section 8.11.

"Banking Day" means (a) a day on which banks are not required or authorized to close in the city in which the Agency Office or any Applicable Lending Office is located, and, in matters relating to the determination of a Eurodollar Rate or Interest Period, a day on which the London interbank market deals in Dollar deposits, and (b) with respect to a day on which a Notice of Borrowing is to be given to Agent at the Agency Office or on which notifications or other documents are to be received by, or an action is required of, Agent at the Agency Office pursuant to the provisions of this Agreement, a day on which banks are not required or authorized to close in the city in which the Agency Office is located.

"Base Rate" means a fluctuating rate per annum (based on a year of 365 or 366 days, as the case may be, and calculated on actual days elapsed) which is at all times equal to the higher of (a) the rate per annum publicly announced by Credit Suisse from time to time as its base lending rate for commercial loans in Dollars in the United States or (b) the Federal Funds Rate plus a margin of 0.50 percentage points, the Base Rate to change as and when such rates change. The base lending rate is not the lowest rate of interest charged by Credit Suisse in connection with extensions of credit.

"Base Rate Loan" means any Loan during any period that such Loan is bearing interest as provided in Section 2.3(a).

"Closing Date" means the date on which the first Loan under any Commitment is made.

"Commitment" means, as to any Bank, the amount set forth opposite such Bank's name as its Commitment on the Commitment Schedule, subject to adjustment for the effect of any one or more Assignment and Acceptance Agreements to which such Bank may be a party.

"Commitment Schedule" means the schedule attached as Schedule 1 hereto.

"Compliance Certificate" means a certificate of, and duly executed by, a Responsible Officer of Borrower in the form of Exhibit B hereto.

"Consolidated Net Worth" means at any date of determination thereof, all amounts that would, in conformity with generally accepted accounting principles, be included as shareholders' equity on a consolidated balance sheet of Borrower and its Subsidiaries as of such date, in accordance with generally accepted accounting principles.

"Control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person whether through the ownership of voting securities, by contract, or otherwise.

"Credit Documents" means this Agreement, the Alternate Credit Facility, any Assignment and Acceptance Agreements, and any certificates, opinions, warranties and representations, assignments, guaranties, security agreements, mortgages and deeds of trust and other documents heretofore, now or hereafter delivered pursuant to or in connection with any one or more of the foregoing.

"Debt" means (i) indebtedness for borrowed money, (ii) obligations to pay the deferred purchase price of property or services, (iii) obligations as lessee under leases which shall have been or should be, in accordance with generally accepted accounting principles, recorded as capital leases, (iv) obligations evidenced by bonds, debentures, notes, or equivalent instruments, (v) reimbursement obligations in respect of drawings made or available under letters of credit, (vi) obligations under direct or indirect guaranties in respect of, and obligations (contingent or otherwise) to purchase or otherwise acquire, or otherwise to assure a creditor against loss in respect of, indebtedness or obligations of others of the kinds

referred to in clauses (i) through (v) above, (vii) liabilities in respect of unfunded vested benefits under plans covered by Title IV of ERISA, and (viii) withdrawal liability incurred under ERISA to any Multiemployer Plan.

"Directive" means any Law, and any directive, guideline or requirement of any governmental authority (whether or not having the force of law), but, if not having the force of law, the compliance with which is in accordance with the general practice of the Person to whom the Directive is addressed or applies.

"Dollar" and "\$" means the lawful currency of the United States of America.

"Effective Date" has the meaning given that term in Section 8.16.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

"ERISA Affiliate" means any trade or business (whether or not incorporated) which is a member of a group of which Borrower is a member and which is under common control with Borrower within the meaning of the regulations under Section 414 of the IRC.

"Eurocurrency Liabilities" has the meaning specified in Regulation D promulgated by the Board of Governors of the Federal Reserve System, as in effect from time to time or any successor Directive.

"Eurodollar Rate" means, for each Interest Period for each Eurodollar Rate Loan, the rate of interest per annum (based on a year of 360 days and calculated on actual days elapsed) equal at all times during such Interest Period to the quotient (rounded to the nearest one-sixteenth of one percent (0.0625%)) of (i) the rate of interest determined by Agent to be the arithmetic average (rounded upward, if necessary, to the next higher 1/100 of 1%) of the rates at which deposits in Dollars are offered by Reference Banks to prime banks in the London interbank market at 10:00 a.m. (New York City time) two Banking Days before the first day such Interest Period for a period equal to such Interest Period and in an amount as to each Reference Bank substantially equal to the Eurodollar Rate Loan of such Reference Bank divided by (ii) a percentage equal to 100% minus the Eurodollar Rate Reserve Percentage for such Interest Period.

"Eurodollar Rate Loan" means any Loan during any period that such Loan is bearing interest as provided in subclause (i) of Section 2.3(b).

"Eurodollar Rate Margin" means a margin of (x) 0.15% per annum, if the aggregate amount of Tranche A Loans and Tranche B Loans outstanding as of any date on which a determination of the Eurodollar Rate Margin is to be made hereunder is less than or equal to \$250 million, or (y) 0.225% per annum, in any other case.

"Eurodollar Rate Reserve Percentage" for each Interest Period for each Eurodollar Rate Loan means the reserve percentage applicable during such Interest Period under regulations issued from time to time by the Board of Governors of the Federal Reserve System or any successor (or, if different percentages shall be applicable during different periods within such Interest Period, the daily average of such percentages during such Interest Period) for determining the maximum reserve requirement (including, without limitation, any emergency, supplemental or other marginal reserve requirement, with respect to liabilities or assets consisting of or including Eurocurrency Liabilities having a term equal to such Interest Period.

"Event of Default" has the meaning specified in Section 6.1.

"Existing Commitments" means, with respect to each of the Existing Participating Banks, such Person's Commitment under the Existing Credit Agreement.

"Existing Credit Agreement" means that certain Credit Agreement, dated as of December 9, 1991, among Borrower, Credit Suisse, as an Existing Participating Bank and as agent for the Existing Participating Banks, and the Existing Participating Banks, as banks, as amended.

"Existing Loans" means all Loans as defined in the Existing Credit Agreement outstanding on the Effective Date and set forth in Schedule 2 annexed to this Agreement.

"Existing Participating Banks" means each of Credit Suisse, Chemical Bank, Mellon Bank, N.A., National Westminster Bank USA, Shawmut Bank, N.A., The Fuji Bank Limited, New York Branch, The Bank of Nova Scotia, The Bank of New York and The Bank of Tokyo Trust Co. Ltd., as Banks under the Existing Credit Agreement.

"Federal Funds Rate" means, for any day, the rate per annum (rounded upwards, if necessary, to the nearest

one-hundredth (1/100th) of one percent (1%)), equal to the weighted average of the rates of overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers as published for such day (or if such day is not a Banking Day, for the next preceding Banking Day) by the Federal Reserve Bank of New York, or if such rate is not so published for any day which is a Banking Day, the average of the quotations for such day on such transactions received by Agent from three (3) federal funds brokers of recognized standing selected by Agent.

"Fees" has the meaning ascribed thereto in Section 2.5.

"Interest Period" means, for each Loan, the period commencing on the date of such Loan and ending on the last day of the period selected by Borrower with respect to Loans made to it pursuant to the provisions of Section 2.1. The duration of each such Interest Period shall be (i) in the case of a Eurodollar Rate Loan, 1, 2, 3, 6, 9 or 12 months, (ii) in the case of a Base Rate Loan, any period; provided, however, that:

(i) Borrower may not select any Interest Period which ends after the then existing Termination Date;

(ii) whenever the last day of any Interest Period would otherwise occur on a day other than a Banking Day, the last day of such Interest Period shall be extended to occur on the next succeeding Banking Day; provided, however, that, with respect to any Interest Period for a Eurodollar Rate Loan, if such extension would cause the last day of such Interest Period to occur in the next following month, the last day of such Interest Period shall occur on the next preceding Banking Day.

"IRC" means the Internal Revenue Code of 1986, as amended from time to time.

"Laws" means all federal, state, local or foreign laws, rules, regulations and treaties, all judgments, awards, orders, writs, injunctions or decrees issued by any federal, state, local or foreign authority, court, tribunal, agency or other governmental authority, or by any arbitrator, all permits, licenses, approvals, franchises, notices, authorizations and similar filings, by or with any federal, state, local or foreign governmental authority and all consent decrees or regulatory agreements with any federal, state, local or foreign governmental authority.

"Liens" means any lien, mortgage, security interest, pledge, encumbrance, charge, conditional sale or other title retention arrangement, or any undertaking or arrangement with respect to property or rights (including a "negative pledge") which has the practical effect of preventing the grant of a security interest or lien securing the Obligations.

"Loan" means any Loan made pursuant to Section

2.1.

"Majority Banks" means:

(a) As of any time before the Termination Date, except during any period that an Event of Default pursuant to Section 6.1(a) has occurred and is continuing, Banks holding Commitments which collectively constitute more than 50% of the total Commitments; and

(b) As of any time on or after the Termination Date, and during any period that an Event of Default pursuant to Section 6.1(a) has occurred and is continuing, Banks whose total outstanding Loans exceed 50% of the total outstanding Loans of all Banks.

"Material Subsidiary" means any Person which is

(a) any Subsidiary of Borrower which holds any capital stock of Borrower, or (b) a Subsidiary of Borrower which is a "significant subsidiary", with respect to Borrower as defined in Section 1-02(v) of Regulation S-X of the Securities and Exchange Commission (17 C.F.R. 210.1-02(v)) as the same may be from time to time amended or the equivalent definition under any successor or replacement regulation of the Securities and Exchange Commission; provided, however, that no Person which has at any time been a Material Subsidiary by reason of clause (a) or (b) of the above definition shall cease to be such a Material Subsidiary for the purposes hereof unless Borrower has theretofore given Agent notice of such change in status pursuant to Section 5.1(h)(ix).

"Maturity Date" means with respect to each Loan, the last day of the Interest Period applicable to such Loan.

"Multiemployer Plan" means a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA to which Borrower or any ERISA Affiliate is making or accruing an obligation to make contributions, or has within any of the preceding five plan years made or accrued an obligation to make contributions, such plan being maintained pursuant to one or more collective bargaining agreements.

"Notice of Borrowing" means a request by Borrower for Loans pursuant to Section 2.1 and in the form of Exhibit C hereto.

"Obligations" means any and all obligations, indebtedness and liability of Borrower of every kind and character, owed to Agent or Banks, arising directly or indirectly out of or in connection with the Credit Documents (including any modifications, amendments, extensions, restatements or renewals of, supplements to, or substitutions or replacements for, any one or more of the Credit Documents), and including all such obligations, indebtedness and liability, whether for principal, interest (including interest that, but for the filing of a petition in bankruptcy with respect to Borrower, would have accrued on the Obligations), reimbursement obligations, fees, costs, expenses, premiums, charges, attorneys' fees, indemnity, whether heretofore, now, or hereafter made, incurred or created, whether voluntarily or involuntarily and however arising, whether or not due, whether absolute or contingent, liquidated or unliquidated, or determined or undetermined, and whether Borrower may be liable individually or jointly with others.

"Person" means an individual, partnership, corporation (including a business trust), joint stock company, trust, unincorporated association, joint venture or other entity, or a government or any political subdivision or agency thereof.

"Plan" means a single employer plan, as defined in Section 4001(a)(15) of ERISA, which either (i) is maintained for employees of Borrower or an ERISA Affiliate and no Person other than Borrower and its ERISA Affiliate, (ii) is maintained for employees of Borrower or an ERISA Affiliate and at least one Person other than Borrower and its ERISA Affiliates, or (iii) was so maintained in respect of which Borrower or an ERISA Affiliate could have liability under Section 4064 or 4069 of ERISA in the event such plan has been or were to be terminated.

"Reference Banks" means the New York City office of Credit Suisse and the Pittsburgh, Pennsylvania office of Mellon Bank or any substitute Reference Bank for either of the foregoing from time to time selected by Agent with Borrower's written consent (which consent shall not be unreasonably withheld).

"Reportable Event" has the meaning assigned to that term in Title IV of ERISA.

"Responsible Officer" means, as to any Person, the president, chief executive officer, chief operating officer, chief financial officer, executive vice president, treasurer, or controller of such Person, and as to Borrower, such other officer of Borrower designated by a Responsible Officer of Borrower by notice delivered to Agent.

"Subsidiary" means, as to any Person, any now existing or hereafter organized corporation, partnership, joint venture or other organization in which such Person, directly or indirectly, owns beneficially or of record equity securities (or securities currently convertible into equity securities) which give such Person directly or indirectly, upon conversion, exercise or otherwise, an interest of 50 percent or more of any of the profits, losses, capital or property of, or ordinary voting power in respect of, such corporation, partnership, joint venture or other organization.

"Termination Date" means June 20, 1997 or such later date to which the Commitment may be extended pursuant to Section 2.9 provided, however, that if the whole of the Commitments are sooner terminated pursuant to Section 6.1 or otherwise, then the Termination Date shall be such earlier date of termination.

"Tranche A Commitment" means, with respect to any Bank, the Commitment of such Bank to make Tranche A Loans.

"Tranche A Loan" means any Loan made pursuant to the Alternate Credit Facility.

"Tranche B Commitment" means, with respect to any Bank, the commitment of such Bank to make Tranche B Loans.

"Tranche B Loans" means any loans made pursuant to this Agreement.

"Type" means, with respect to any Loan, a Base Rate Loan or a Eurodollar Rate Loan.

Section 1.2 Computation of Time Periods. In this Agreement in the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the word "to" and "until" means "to but excluding".

Section 1.3 Accounting Terms. All accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles

applied consistently with the financial statements referenced in Section 4.1(k).

Section 1.4 No Presumption Against Any Party. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against any Bank or Borrower, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by each of the parties and their counsel and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

Section 1.5 Use of Certain Terms. Unless the context of this Agreement requires otherwise, the plural includes the singular, the singular includes the plural, the part includes the whole, "including" is not limiting, and "or" has the inclusive meaning of the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and other similar terms of this Agreement refer to this Agreement as a whole and not exclusively to any particular provision of this Agreement.

Section 1.6 Headings and References. Section and other headings are for reference only, and shall not affect the interpretation or meaning of any provision of this Agreement. Unless otherwise provided, references to Articles, Sections, Schedules, and Exhibits shall be deemed references to Articles, Sections, Schedules and Exhibits of this Agreement. References to this Agreement and any other Credit Document include this Agreement and other Credit Documents as the same may be modified, amended, restated or supplemented from time to time pursuant to the provisions hereof or thereof. A reference to a Person includes the successors and assigns of such Person, but such successors and assigns shall have rights under this Agreement only to the extent permitted hereby.

Section 1.7 Independence of Provisions. All agreements and covenants hereunder and under the other Credit Documents shall be given independent effect such that if a particular action or condition is prohibited by the terms of any such agreement or covenant, the fact that such action or condition would be permitted within the limitations of another agreement or covenant shall not be construed as allowing such action to be taken or condition to exist.

ARTICLE II

Amounts and Terms of the Loans

Section 2.1 The Loans.

(a) The Loan Commitments. Each Bank severally agrees on the terms and conditions set forth in this Agreement (including those of Article III hereof), to make Loans, in each case, to the extent of its Commitment from time to time on any Banking Day at the Applicable Lending Office during the period from the date hereof until, but not including, the Termination Date. Each Loan shall be made by the Banks ratably according to each Bank's Commitment, and shall be in an aggregate amount not less than \$5,000,000 or an integral multiple of \$500,000 in excess thereof. Loans may be borrowed, repaid or prepaid pursuant to Section 2.2, and reborrowed (including a reborrowing for the purpose of refunding an outstanding Loan in whole or in part) under this Section 2.1.

(b) Notice of Borrowing. Each Loan shall be made on a Notice of Borrowing given by Borrower to Agent at the Agency Office not later than 12:00 Noon (local time in the city where the Agency Office is situated) on (x) the third Banking Day prior to the date of the proposed Loan, in the case of any Eurodollar Rate Loan for which an Interest Period of 1, 2, 3 or 6 months is specified in the Notice of Borrowing, or (y) the fourth Banking Day prior to the date of the proposed Loan, in the case of any Eurodollar Rate Loan for which an Interest Period of 9 or 12 months is specified in the Notice of Borrowing, or (z) the Banking Day prior to the date of the proposed Loan, in the case of any Base Rate Loan. The Agent shall give to each Bank prompt notice thereof by telex, cable or telefacsimile, but in any event, such notice shall be received by each Bank prior to 3:00 P.M. New York City time on the date Agent receives a Notice of Borrowing. Each such Notice of Borrowing shall be by telex, cable, telefacsimile, or telephone confirmed promptly in writing, but in no event shall such written confirmation be received by Agent later than 12:00 Noon (local time in the city where the Agency Office is situated) on the Banking Day prior to such Loan, specifying therein (i) the date of such Loan, (ii) the aggregate amount of such Loan, (iii) the requested interest rate option under Section 2.3(a) or (b) and (iv) Interest Period for the Loan. In the event Borrower fails to specify an Interest Period for any Loan, such Interest Period shall be for one month, unless the Base Rate has been requested (or deemed selected) in which case, such Interest Period shall be for 30 days. Each Bank with respect to such Loan shall, before 12:00 Noon

(local time in the city the Agency Office is situated) on the date of such Loan, make available to Agent at the Agency Office in same day funds in Dollars for credit to the Applicable Agent's Account, such Bank's ratable portion of such Loan and, unless Agent has been notified by a Bank pursuant to Section 2.1(d) hereof that such Bank will not make available its ratable portion of such Loan, Agent will make such funds available to Borrower at the Agency Office on the date of such Loan; provided, however, in no event shall a Bank be required to make funds available to Agent prior to 11:00 A.M. New York City time on the date of such Loan.

(c) Notice of Borrowing Irrevocable. Each Notice of Borrowing shall be irrevocable and binding on Borrower. Borrower shall indemnify each Bank against any loss, cost or expense incurred by such Bank as a result of any failure to fulfill on or before the date specified in such Notice of Borrowing, the applicable conditions set forth in Article III, including, without limitation, any loss (including loss of anticipated profits), cost or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by such Bank to fund the Loan to be made by such Bank when such Loan, as a result of such failure, is not made on such date.

(d) Agent's Reliance on Bank Loans. Unless Agent shall have received notice from a Bank prior to the date of any Loan, that such Bank will not make available to Agent such Bank's ratable portion of such Loan (based on the Commitments of each Bank hereunder), Agent may assume that such Bank has made such portion available to Agent on the date of such Loan in accordance with subsection (b) of this Section 2.1, and Agent may, in reliance upon such assumption, make available to Borrower on such date a corresponding amount. If and to the extent that such Bank shall not have so made such ratable portion available to Agent, such Bank and Borrower severally agree to repay to Agent forthwith on demand such corresponding amount together with interest thereon, for each day from the date such amount is made available to Borrower until the date such amount is repaid to Agent, at (i) in the case of Borrower, the interest rate applicable at the time to such Loan and (ii) in the case of such Bank, the Federal Funds Rate. If such Bank shall repay such amount to Agent, such repayment shall constitute such Bank's ratable portion of such Loan for purposes of this Agreement.

(e) Failure to Make Loan. The failure of any Bank to make the Loan to be made by it shall not relieve any other Bank of its obligation, if any, hereunder to make its

Loan on the date of such Loan, but no Bank shall be responsible for the failure of any other Bank to make the Loan to be made by such other Bank on the date of any Loan.

(f) Notice of Interest Rate, Interest Period and Type of Loan. Agent shall give prompt notice to Borrower and the Banks of the applicable interest rate for such Loan determined by Agent pursuant to Section 2.3 hereof as soon as reasonably practicable after such rate is determined by the Agent and in no event later than two Banking Days prior to making such Loan in the case of any Eurodollar Rate Loan. Such notice shall also provide the Interest Period.

Section 2.2 Repayment.

(a) Scheduled Repayments. Borrower shall (i) repay each Loan on the Maturity Date for such Loan (such repayment may be by reborrowing pursuant to the provisions of Section 2.1 hereof to the extent Loans are then available under the applicable Commitments and otherwise under the provisions of this Agreement) and (ii) repay all its outstanding Loans on the Termination Date and (iii) repay such of its outstanding Loans as may be required at any time or from time to time to assure that the principal balance of all outstanding Loans does not exceed the aggregate Commitments hereunder.

(b) Voluntary Prepayments. Upon at least three Banking Days' notice to Agent by Borrower stating the proposed date and aggregate principal amount of the prepayment, Borrower may, and if such notice is given Borrower shall, prepay the outstanding principal amount of any Loan, as identified by Borrower in such notice, in whole or in part, together with accrued interest to the date of such prepayment on the principal amount prepaid, as well as any additional amount owed by Borrower pursuant to Section 2.3(c), provided that each partial prepayment shall be in an aggregate amount of \$1,000,000 or an integral multiple of \$500,000 in excess thereof.

Section 2.3 Interest on Loans.

(a) Base Rate Loans. Except to the extent that Borrower shall have elected in the applicable Notice of Borrowing to pay interest on any Loan for an Interest Period pursuant to subsection (b) of this Section 2.3, and, in any case, from and after the Maturity Date of each Loan, Borrower shall pay interest on the unpaid principal amount of each Loan made to Borrower, from the date of such Loan until such principal amount is paid in full, at a fluctuating interest rate per annum equal to the Base Rate,

together with, in each case, any additional interest rate margin as shall be applicable under subsection (f) of this Section 2.3.

(b) Eurodollar Rate Loans. Borrower may, if no Event of Default has occurred and is continuing and subject to the provisions of this Section 2.3 (as of the date the relevant Notice of Borrowing is required to be given pursuant to Section 2.1), elect to pay interest on each Loan made to Borrower during the Interest Period selected therefor in the relevant Notice of Borrowing at a rate per annum equal to the sum of the Eurodollar Rate for such Interest Period plus the Eurodollar Rate Margin by selecting the same in the Notice of Borrowing pursuant to which such Loan was made received by the Agent as specified in Section 2.1(b), together with, in each case, any additional interest rate margin as shall be applicable under subsection (f) of this Section 2.3. From and after the Maturity Date of each Interest Period for any Eurodollar Rate Loan and until repaid, the unpaid principal balance thereof shall automatically become, and bear interest as, a Base Rate Loan.

(c) Breakage Expenses. If for any reason and at any time or from time to time, including without limitation voluntary prepayment of principal or payment of principal at any accelerated maturity, the outstanding principal balance of any Eurodollar Rate Loan is reduced in whole or in part prior to the Maturity Date of the applicable Interest Period by reason of the reduction of any Loan, then, in addition to accrued interest thereon, Borrower shall pay to each Bank for credit to the Applicable Agent's Account, on demand by such Bank, (i) the amount by which the interest which would have accrued on the amount of such principal reduction subject to such Interest Period until such Maturity Date had such principal reduction not been made, exceeds the interest obtained by such Bank in the reemployment of such principal reduction for the balance of such Interest Period (such reemployment of funds to be at reasonable market rates consistent with the customary practices of such Bank) and (ii) any cancellation or similar fees incurred by or allocated to lenders of funds borrowed by such Bank to carry the unpaid principal sum thereof at the applicable Eurodollar Rate, and a certificate as to such excess and fees submitted by such Bank to Borrower shall, absent manifest error, be final and conclusive.

(d) Eurodollar Rate Loans Not Available. In the event that prior to the commencement of any Interest Period for any Eurodollar Rate Loans, (x) Agent notifies Borrower and each Bank that (1) adequate and fair means do not exist

for Agent to ascertain the relevant Eurodollar Rate, or (2) one or more of the Reference Banks or Agent, as applicable, is not offering deposits in Dollars in the relevant interbank market in the amount, at the time, or for the Interest Period necessary fairly and adequately to determine the relevant Eurodollar Rate, or (y) Banks whose Loans will exceed 50% of all Loans, notify Agent (and Agent shall promptly notify all other Banks and Borrower) that the relevant Eurodollar Rate will not adequately reflect the cost to the Banks giving such notification of making or maintaining their Eurodollar Rate Loans for such Interest Period, then, and in each such event, (i) the obligation of the Banks to make such Type of Loan shall be suspended, and (ii) all Loans on or after notice of such an event shall be Base Rate Loans for the balance of the applicable Interest Period, and, until Agent shall notify Borrower and the Banks that the circumstances specified in clause (x) or (y) above no longer continue, further Loans must be Base Rate Loans.

(e) Eurodollar Loans Unlawful. In the event that any Bank shall have determined (which determination, absent manifest error, shall be final and conclusive) that the making or continuation of any interest rate based on the Eurodollar Rate, has become unlawful (or impracticable by compliance by such Bank in good faith with any Directive) with respect to a Commitment of such Bank, then, and in any such event, effective upon notice by such Bank to Agent and Borrower and until such notice is rescinded, no such Type of Loan shall be available under such Commitment with respect to future Loans made by such Bank and any such existing Eurodollar Rate Loan shall from and after such notice, become a Base Rate Loan for the balance of the Interest Period, and the Applicable Borrower shall pay to such Bank, upon demand, any reasonable amounts necessary to compensate such Bank in making such change in interest rates, including any interest or fees payable by such Bank to lenders of funds obtained by it in order to make or maintain such Loan, and a certificate of such Bank as to such interest, fees and other amounts to be conclusive absent manifest error; provided, however, that (i) to the extent it may lawfully do so without incurring any material penalty or increased costs, such Bank shall continue the existing Eurodollar Rate Loan until the Maturity Date of the relevant Interest Period, and (ii) before such termination, such Bank shall use reasonable efforts (consistent with internal policies and applicable Directives) to designate a different Applicable Lending Office if the making of such designation would avoid such illegality and would not, in the judgment of such Bank, be otherwise to its disadvantage.

(f) Default Interest Rate. If an Event of Default has occurred, then from and after the date of occurrence of such Event of Default, and so long as such Event of Default continues, the rate or rates of interest applicable to the then and any subsequent outstanding Loans shall in all cases be increased by an additional two percentage points.

(g) Interest Payment Dates. Borrower shall pay accrued interest on each Loan, determined and calculated as herein provided, as follows: (i) interest accruing on each Eurodollar Rate Loan during an Interest Period is payable on (x) the Maturity Date for such Interest Period, and if such Interest Period is for more than three months, then also on the same day of each third month of such Interest Period as corresponds to the first day of such Interest Period (and if there is no such corresponding day of the month, then on the last Banking Day of such month) or (y) the Termination Date, if earlier; and (ii) interest accruing on each Base Rate Loan during an Interest Period is payable on (x) the Maturity Date for such Interest Period, and if such Interest Period extends beyond the last Banking Day of any March, June, September or December, then also on the last Banking Day of each March, June, September or December during such Interest Period or (y) the Termination Date, if earlier; provided, however, that interest accruing on and after the Termination Date shall be due and payable daily.

Section 2.4 Payments and Computations.

(a) Payments to Applicable Agent's Account. Except as provided in Section 2.7, Borrower shall pay all amounts due to Agent and Banks hereunder and under any other Credit Document to which it is a party, without condition or deduction for any counterclaim, defense, recoupment or setoff, in Dollars and in same day funds delivered to Agent not later than (i) 12:00 noon (local time in the city where the Agency Office is situated) on the day when due by deposit of such funds to the Applicable Agent's Account. Agent will promptly thereafter cause to be distributed like funds relating to the payment of principal, interest, or Fees ratably (other than amounts subject to Taxes pursuant to Section 2.7 and Agent's Fees payable under Section 2.5(a)(i)), in accordance with the outstanding Loans of the Banks (in the case of payments of principal or interest) or the Commitments of the Banks (in the case of payments of Fees, other than Agent's Fees payable under Section 2.5(a)(i)), to the Banks for the account of their respective Applicable Lending Offices, and like funds relating to the payment of any other amount payable to any Bank to such Bank for the account of its Applicable Lending Office to be

applied in accordance with, and subject to, the terms of this Agreement. Upon an Assignment and Acceptance Agreement becoming effective as provided in Section 8.11 and recording by Agent of the information contained therein in the register maintained for purposes of this Agreement by Agent at its Agency Office, from and after the effective date specified in such Assignment and Acceptance Agreement, Agent shall make all payments hereunder and under any other Credit Document in respect of the interest assigned thereby to the Assignee thereunder, and the parties to such Assignment and Acceptance Agreement shall make all appropriate adjustments in such payments for periods prior to such effective date directly between themselves.

(b) Setoff. Borrower hereby authorizes each Bank, if and to the extent payment owing to such Bank from Borrower is not made when due hereunder to charge from time to time against any or all of Borrower's accounts with such Bank any amount so due.

(c) Interest Computations. (i) Computations of interest for the Eurodollar Rate, and the Federal Funds Rate, and computations of Fees, shall be made by Agent on the basis of a year of 360 days, (ii) computations of interest for the Base Rate shall be made by Agent on the basis of a year of 365 or 366 days, as the case may be, and (iii) all computations in every case shall be for the actual number of days (including the first day but excluding the last day) occurring in the period for which such interest or Fees are payable. Each determination by Agent of an interest rate hereunder shall be conclusive and binding for all purposes, absent manifest error.

(d) Agent's Reliance on Borrower Payments. Unless Agent shall have received notice from Borrower prior to the date on which any payment is due to a Bank hereunder that Borrower will not make such payment in full, Agent may assume that Borrower has made such payment in full to Agent on such date and Agent may, in reliance upon such assumption, cause to be distributed to Banks on such due date an amount equal to the amount then due to such Banks. If and to the extent Borrower shall not have so made such payment in full to Agent, each Bank shall repay to Agent forthwith on demand such amount distributed to such Bank together with interest thereon, for each day from the date such amount is distributed to such Bank until the date such Bank repays such amount to Agent, at the Federal Funds Rate.

(e) Application of Payments. Amounts received by Agent for application to the principal of any Loans shall be applied (i) if received on or before the Termination Date

(if not specified by Borrower or if received after the occurrence and continuance of an Event of Default) first, to the ratable payment of the outstanding Loans that constitute Base Rate Loans, second, to the ratable payment of the outstanding Loans that constitute Eurodollar Rate Loans and (ii) if received after the Termination Date to the ratable payment of all the outstanding Loans.

(f) Payments on Non-Banking Days. Whenever any payment hereunder shall be stated to be due on a day other than a Banking Day, such payment shall be made on the next succeeding Banking Day (except as otherwise provided with respect to the determination of Interest Periods), and such extension of time shall in such case be included in the computation of payment of interest or Fees, as the case may be.

(g) Adjustments. If any Bank shall obtain any payment whether voluntary, involuntary, through the exercise of any right of setoff, or otherwise with respect to principal, interest, or Fees due under the Credit Documents (other than under Section 2.5(a)(i)), in excess of its ratable share of payments on account of principal, interest, or such Fees, as the case may be, then due and owing to all Banks under the Credit Documents, such Bank shall forthwith purchase from such other Banks such participations in the principal, interest or such Fees, as the case may be, owing to them as shall be necessary to cause such purchasing Bank to share the excess payment with each of the Banks ratably, in accordance with the outstanding Loans of other Banks (in the case of payments on account of principal or interest) or the Commitments of other Banks (in the case of payments on account of Fees, other than Agent's Fees payable under Section 2.5(a)(i)); provided, however, that if all or any portion of such excess payment is thereafter recovered from such Bank, such purchase from such other Banks shall be rescinded and each such other Bank shall repay to the purchasing Bank the purchase price to the extent of such recovery, without interest. Borrower agrees that any Bank purchasing a participation from another Bank pursuant to this Section may, to the fullest extent permitted by law, exercise all its rights of payment (including the right of setoff) with respect to such participation as fully as if such Bank were the direct creditor of Borrower in the amount of such participation.

(h) Loan Register. The indebtedness of Borrower resulting from all Loans hereunder shall be evidenced by the entries made in a register maintained by Agent at the Agency Office; such register shall record (i) the date of and amount of each Loan, the Type of each Loan and the Interest

Period applicable thereto from time to time, (ii) the terms of each Assignment and Acceptance Agreement delivered to and accepted by it, (iii) the amount of any principal or interest due and payable or to become due and payable from Borrower to each Bank, (iv) the amount of any sum received by Agent from Borrower under any Credit Document and each Bank's share thereof, and (v) the interest rate for such Loan. The entries made in such register shall evidence Borrower's absolute and unconditional promise to pay principal of and accrued interest on all Loans and shall be conclusive and binding for all purposes, absent manifest error.

Section 2.5 Fees.

(a) Fees Payable. Borrower shall pay the following fees (the "Fees") at the Agency Office:

(i) To Agent, the Agent's fees in the amounts and at the times specified in that certain agent fee letter from Credit Suisse to Borrower, dated as of June 21, 1994; and

(ii) To each Bank, a facility fee equal to 15 basis points per annum of the amount of the Commitment of such Bank on each date of calculation; such facility fee shall commence to accrue on the Effective Date, and continue until the Termination Date; the accrued portion of such fee is payable in arrears on March 31, June 30, September 30, and December 31 of each year, commencing on September 30, 1994 and continuing until the Termination Date, and on the Termination Date.

(b) Fees Nonrefundable. Borrower acknowledges that all Fees (i) are fully earned on the date on which they are payable, (ii) are nonrefundable when paid (exclusive of double payments and other manifest errors), and (iii) are for the sole account of the Person to whom payable.

Section 2.6 Increased Costs and Capital Requirements. In the event that at any time or from time to time after the date of this Agreement, any Directive, or a change in any existing or future Directive (including any change resulting from the operation of any transitional or phase-in requirements), or in the interpretation or application thereof by any governmental or judicial authority, or any action pursuant thereto, or compliance by Agent or any Bank or any Bank Holding Company with any request or Directive imposed or modified by any central bank or by any other financial, monetary or other governmental authority:

(a) Reserves and Charges. shall (i) impose, increase, modify or apply any reserve (including basic, supplemental, marginal and emergency reserves, but excluding reserve requirements which are expressly included in the determination of any interest rate pursuant to the provisions hereof), special deposit, compulsory loan or similar requirement against assets held by, or deposits or other liabilities with or for the account of, or credit extended by, or any other acquisition of funds by, any office of Agent, any Bank or any Bank Holding Company; or (ii) impose on Agent, any Bank or any Bank Holding Company any fee, charge, tax (other than "Taxes," "Other Taxes," and "Excluded Taxes" subject to the provisions of Section 2.7), or condition with respect to this Agreement, any Commitment or any part thereof, or any sums outstanding or payable hereunder or thereunder; and the result of any of the foregoing is to increase the cost to Agent, any Bank or any Bank Holding Company of making or maintaining such Commitment, or any Loan or to reduce the amount of any sum received or receivable with respect to such Commitment, any Loan or any interest, Fees or other sums payable hereunder, then upon demand by Agent or such Bank, Borrower shall pay with respect to any affected Commitment (including Loans thereunder), promptly for the account of Agent or such Bank, such additional amount or amounts as Agent or such Bank, in good faith, certifies in writing to Borrower shall compensate Agent, such Bank or Bank Holding Company for the amount of such increased cost or reduced amount receivable, such certification to be conclusive and binding for all purposes hereof absent manifest error; or

(b) Capital Adequacy. shall impose, modify or deem applicable any capital adequacy or similar requirement (including without limitation a request or requirement which affects the manner in which any Bank or any Bank Holding Company allocates capital resources to its commitments, including its obligations hereunder) and as a result thereof, in the sole opinion of such Bank, the rate of return on capital of such Bank or Bank Holding Company as a consequence of its obligations hereunder is or will be reduced to a level below that which such Bank or Bank Holding Company could have achieved but for such circumstances, then and in each such case upon notice to Borrower through Agent, Borrower shall pay to such Bank such additional amount or amounts as shall compensate such Bank for such reduction in rate of return for (i) any Loans outstanding under any Interest Period commencing after such notification, (ii) any Loans bearing interest at the Base Rate with respect to the period after the end of the calendar month in which such notification was given, (iii) any portion of the affected Bank's Commitment outstanding

with respect to the period after the end of the calendar month in which such notification was given. If a Bank determines that it may be entitled to claim any additional amounts pursuant to this subsection during the next succeeding Interest Period or month, as the case may be, it shall promptly notify, through Agent, Borrower and each other Bank of the event by reason of which it has become so entitled together with sufficient detail to quantify such additional amount. A certificate as to any such additional amount or amounts submitted by a Bank, through Agent, to Borrower and the other Banks shall, in the absence of manifest error, be final and conclusive. In determining such amount, a Bank may use any reasonable averaging and attribution methods.

Section 2.7 Taxes.

(a) Payments Free of Taxes. Subject to subsection (e) below, any and all payments by Borrower hereunder or any other Credit Document shall be made free and clear of and without deduction for any and all present or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto, excluding, (i) in the case of each Bank and Agent, taxes imposed on its income, and franchise taxes imposed on it, by the jurisdiction under the laws of which such Bank or Agent (as the case may be) is organized or any political subdivision thereof, (ii) in the case of each Bank with respect to payments made under any Credit Document, taxes imposed on its income, and franchise taxes imposed on it, by the jurisdiction of such Bank's Applicable Lending Office, or any political subdivision thereof and (iii) in the case of each Bank and Agent, taxes imposed by the United States by means of withholding taxes if and to the extent that such withholding taxes shall be in effect and shall be applicable on the date hereof under current laws and regulations (including judicial and administrative interpretations thereof) to payments to be made for the account of such Bank's Applicable Lending Office, or to Agent (all taxes described in subclauses (i), (ii) and (iii) being referred to as "Excluded Taxes" and all taxes, levies, imposts, deductions, charges, withholdings and liabilities not described in subclauses (i), (ii) and (iii) being hereinafter referred to as "Taxes"). If Borrower shall be required by law to deduct any Taxes from or in respect of any sum payable hereunder or under any other Credit Document to any Bank or Agent, (i) the sum payable shall be increased as may be necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) such Bank or Agent (as the case may be) receives an amount equal to the sum it would

have received had not such deductions been made, (ii) Borrower shall make such deductions, and (iii) Borrower shall pay the full amount deducted to the relevant taxation authority or other authority in accordance with applicable Law (and shall be entitled to any "Tax Credit" with respect to such payment pursuant to Subsection (i) of this Section).

(b) Other Taxes. In addition, Borrower agrees to pay any present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies (other than Excluded Taxes) which arise from any payment made hereunder or any other Credit Document or from the execution, delivery or registration or filing or recording of, or otherwise with respect to, this Agreement or any other Credit Document or document delivered hereunder or under any other Credit Document (hereinafter referred to as "Other Taxes").

(c) Tax Indemnity. Borrower will indemnify each Bank and Agent for the full amount of Taxes or Other Taxes (including, without limitation, any Taxes or Other Taxes imposed by any jurisdiction on amounts payable under this Section) paid by such Bank or Agent (as the case may be) and any liability (including penalties, interest and expenses) arising therefrom or with respect thereto, whether or not such Taxes or Other Taxes were correctly or legally asserted. This indemnification shall be made within 30 days from the date such Bank or Agent (as the case may be) makes written demand therefor. If in the reasonable opinion of Borrower or such Bank, any amount has been paid with respect to Taxes or Other Taxes which are not correctly or legally asserted, such Bank will cooperate with Borrower (such cooperation to be without expense or liability to such Bank) in seeking to obtain a refund of such amount; provided, that, such Bank shall not be required to cooperate in seeking to obtain a refund unless (i) if such Bank requests, Borrower has delivered to such Bank an opinion of independent tax counsel selected by Borrower and reasonably acceptable to such Bank to the effect that there is a reasonable possibility of success, (ii) such Bank has received from Borrower satisfactory indemnification for any liability, loss, cost or expense arising out of or relating to the effort to obtain such refund, and (iii) Borrower shall have indemnified such Bank for the payment of such Taxes or Other Taxes pursuant to this subsection (c). Each Bank and Agent, as the case may be, will promptly (within 30 days) notify Borrower of the assertion of any liability by any taxing authority with respect to Taxes or Other Taxes and any payment by such Bank or Agent of such Taxes or Other Taxes; provided, that, the failure to give such notice shall not relieve Borrower of its obligations hereunder to make

indemnification for any such liability except that Borrower shall not be liable for penalties or interest accruing after such 30 day period until such time as it receives the notice contemplated above, after which time it shall be liable for interest and penalties accruing after such receipt.

(d) Evidence of Tax Payments. Within 30 days after the date of any payment of Taxes, Borrower will (as to Taxes paid by it) furnish to Agent, at the Agency Office, the original or a certified copy of a receipt or other evidence satisfactory to Agent of payment thereof.

(e) Tax Forms. On or before the Closing Date in the case of each Bank originally a party hereto, or on or before the effective date of the Assignment and Acceptance Agreement pursuant to which it became a Bank in the case of an Assignee, and within 30 days following the first day of each calendar year or if otherwise reasonably requested from time to time by Borrower or Agent, each Bank organized under the laws of a jurisdiction outside the United States shall provide Agent and Borrower with three counterparts of each of the forms prescribed by the Internal Revenue Service (Form 1001 or 4224, or successor form(s), as the case may be) of the United States certifying as to such Bank's (if applicable) status for purposes of determining exemption from United States withholding taxes with respect to all payments to be made to such Bank under any Credit Document. Unless Borrower and Agent have received within 10 (ten) days after Borrower or Agent requests such forms or other documents satisfactory to them indicating that payments under any Credit Document are not subject to United States withholding tax, Borrower or Agent (if not withheld by Borrower) shall withhold taxes from such payments at the applicable statutory rate, without any obligation to "gross-up" or make such Bank or Agent whole under subsection (a) of this Section, provided, however, that, Borrower shall have the obligation to make such Bank or Agent whole and to "gross-up" under Subsection (a) of this Section, if the failure to so deliver such forms or make such statements (other than the forms and statements required to be delivered on or made prior to the Closing Date or on the effective date of the Assignment and Acceptance Agreement in the case of an Assignee) is the result of the occurrence of an event (including, without limitation, any change in Law) which (alone or in conjunction with other events) renders such forms inapplicable, that would prevent such Bank or Agent from making the statements contemplated by such forms or which removes or reduces an exemption (whether partial or complete) from withholding tax previously available to such Bank or Agent. Each Bank (and Agent, if applicable) will promptly notify Borrower of the occurrence (when known to

it) of an event contemplated by the foregoing proviso. Upon request of Borrower, each Bank which is organized under the laws of the United States or any State thereof shall provide Borrower and Agent with two duplicates of a statement conforming to the requirements of Treasury Regulation 1.1441-5(b) or any successor thereto and two duplicates of a duly completed Form W-9 or successor form.

(f) Change of Applicable Lending Office. Any Bank claiming any additional amounts payable pursuant to this Section shall use its reasonable best efforts (consistent with its internal policy and legal and regulatory restrictions) to change the jurisdiction of its Applicable Lending Office, if the making of such a change would avoid the need for or reduce the amount of, any such additional amounts which may thereafter accrue and would not, in the reasonable judgment of such Bank, be otherwise disadvantageous to such Bank.

(g) Survival. Without prejudice to the survival of any other agreement of Borrower hereunder, the agreement and obligations of Borrower contained in this Section shall survive the payment in full of the Obligations hereunder for a period expiring concurrently with the expiration of the statute of limitations applicable to claims made by the tax authorities to collect Taxes or Other Taxes.

(h) Maintenance of Tax Exemptions. Each Bank (and Agent with respect to payments to Agent for its own account) agrees that (i) it will take all reasonable actions by all usual means to maintain all exceptions, if any, available to it from the United States withholding taxes (whether available by treaty, existing administrative waiver, by virtue of the location of any Bank's Applicable Lending Office or otherwise) and (ii) otherwise cooperate with Borrower to minimize amounts payable by Borrower under this Section; provided, however, that, each Bank and the Agent shall not be obligated by reason of this subsection (h) to disclose any information regarding its tax affairs or tax computations or to reorder its tax or other affairs or tax or other planning.

(i) Tax Credits. If any Bank shall receive a credit or refund from a taxing authority with respect to, and actually resulting from, an amount of Taxes or Other Taxes actually paid to or on behalf of such Bank by Borrower (a "Tax Credit"), such Bank shall promptly notify Borrower of such Tax Credit. If such Tax Credit is received by such Bank in the form of cash, such Bank shall promptly pay to Borrower the amount so received with respect to the Tax Credit. If such Tax Credit is not received by such Bank in

the form of cash, such Bank shall pay the amount of such Tax Credit not later than the time prescribed by applicable Law for filing the return (including extensions of time) for such Bank's taxable period which includes the period in which such Bank receives the economic benefit of such Tax Credit. In any event, the amount of any Tax Credit payable by a Bank to Borrower pursuant to this subsection (i) shall not exceed the actual amount of cash refunded to, or credits received and usable by, such Bank from a taxing authority. In determining the amount of any Tax Credit, a Bank may use such apportionment and attribution rules as such Bank customarily employs in allocating taxes among its various operations and income sources and such determination shall be conclusive absent manifest error. Borrower further agrees promptly to return to a Bank the amount paid to Borrower with respect to a Tax Credit by such Bank if such Bank is required to repay, or is determined to be ineligible for, a Tax Credit for such amount.

Section 2.8 Additional Action in Certain Events.

If any event or condition described in Section 2.6 or 2.7 has occurred or exists that increases the cost to Borrower of the Loans by any Bank or Banks, such Bank or Banks and Borrower, subject to Borrower's current payment of such costs as herein provided, agree to negotiate in good faith in order to reach a mutual agreement in respect of such increased costs; provided, that, such Bank or Banks shall not be required to so negotiate for a period in excess of 60 days after the date such Bank or Banks first notified Borrower of such increased cost, and if Borrower and such Bank or Banks are unable to reach a mutual agreement in respect of such increased costs, Borrower shall pay such amounts as are required to be paid pursuant to Section 2.6 or 2.7 hereof, as and when due; and provided, further, Borrower shall have the right at any time to prepay in full the affected Loans and terminate the Commitment of any Bank or Banks so affected by such event or condition, upon giving Agent and such Bank or Banks at least five Banking Days' prior irrevocable notice thereof specifying the date of prepayment and upon such prepayment and termination the affected Commitment or Commitments shall be terminated. Any such prepayment hereunder shall be made by Borrower, without premium, together with interest thereon and any other amounts payable hereunder, on the date specified in such notice. Prepayments made under this Section, if not made on a Maturity Date, shall be made together with the additional payment for Interest Period breakage costs referred to in Section 2.3.

Section 2.9 Extension of Commitments. (a) At any time after August 31, 1994 and prior to October 31,

1994, Borrower may, by notice to Agent, request an extension of the Termination Date for the Commitments from the date then constituting the Termination Date to August 31, 1997. The Agent shall promptly notify each Bank of such request. If all of the Banks consent in writing to such extension, the Agent shall, within three Banking days of its receipt of the last written consent, notify the Borrower in writing that such request has been accepted and, upon the giving of such notice, the Termination Date shall be so extended, effective as of the close of business on the date such notice is given. If the Agent fails to give such notice of acceptance within such time or if all Banks fail to give such written consents, the request for extension shall be deemed rejected. If any Bank fails to give notice of acceptance as herein provided, the request for extension shall be deemed rejected by such Bank. If requested by any Bank, the Agent shall, to the extent known by Agent, notify such Bank of the status of the other Banks' Commitments. If the written consent of all the Banks to any such request for extension has not been received by the Agent on or before the Banking Day which is thirty days after the Agent notifies each Bank of Borrower's request for an extension (the "1994 Extension Response Date"), Borrower may withdraw its request for such extension any time thereafter. The written consent of the Banks to any such request for extension shall be in form and substance satisfactory to the Agent in its sole discretion. Each Bank may accept, reject or fail to act upon such request for extension in its sole and absolute discretion; provided, however, that if any Bank has failed to give its written consent to such extension to Agent on or before the 1994 Extension Response Date, such Bank shall, within three Banking Days after receipt of notice from Agent requiring such assignment, assign such Bank's rights and obligations under this Agreement and the other Credit Documents to one or more Assignees (which may be one or more Banks, including Agent in its capacity as a Bank) designated by Agent, such assignment to be at par (based on the non-consenting Bank's outstanding Loans and accrued interest and Fees on the effective date of such assignment) and to be made pursuant to subsections (a) through (d) of Section 8.11 under one or more Assignment and Acceptance Agreements, which shall be executed by such non-consenting Bank upon the execution thereof by such Assignee or Assignees. Nothing herein shall be deemed to impose any obligation on Agent to issue any such notice requiring assignment or to impose any obligation on any Bank (including Agent in its capacity as a Bank) to become assignees of such non-consenting Bank. Borrower shall pay to any non-consenting Bank any amounts due pursuant to Section 2.3(c) hereof, in respect of any assignment of outstanding Eurodollar Rate Loans required to be made

during any Interest Period. Notwithstanding the foregoing, no extension of the Commitments shall be effective unless the Tranche A Commitments shall have been simultaneously extended by a period equal in duration to the period of the extension hereunder.

(b) On or before the Banking Day which is sixty days prior to a termination date for Tranche A Commitments in any year, Borrower may, by notice to Agent, request an extension of the Termination Date for the Tranche B Commitments from the date then constituting the Termination Date to any date not more than 364 days after the earlier of (i) such Termination Date or (ii) the Renewal Effective Date (as hereinafter defined). The Agent shall promptly notify each Bank of such request. If all of the Banks consent in writing to such extension, the Agent shall, within three Banking days of its receipt of the last written consent, notify the Borrower in writing that such request has been accepted and, upon the giving of such notice, the Termination Date shall be so extended, effective as of the close of business on the date such notice is given (the "Renewal Effective Date"). If the Agent fails to give such notice of acceptance within such time or if all Banks fail to give such written consents, the request for extension shall be deemed rejected. If any Bank fails to give notice of acceptance as herein provided, the request for extension shall be deemed rejected by such Bank. If requested by any Bank, the Agent shall, to the extent known by Agent, notify such Bank of the status of the other Banks' Commitments. If the written consent of all the Banks to any such request for extension has not been received by the Agent on or before the Banking Day which is thirty days prior to the Termination Date (the "Extension Response Date"), Borrower may withdraw its request for such extension any time thereafter. The written consent of the Banks to any such request for extension shall be in form and substance satisfactory to the Agent in its sole discretion. Each Bank may accept, reject or fail to act upon such request for extension in its sole and absolute discretion; provided, however, that if any Bank has failed to give its written consent to such extension to Agent on or before the Extension Response Date, such Bank shall, within three Banking Days after receipt of notice from Agent requiring such assignment, assign such Bank's rights and obligations under this Agreement and the other Credit Documents to one or more Assignees (which may be one or more Banks, including Agent in its capacity as a Bank) designated by Agent, such assignment to be at par (based on the non-consenting Bank's outstanding Loans and accrued interest and Fees on the effective date of such assignment) and to be made pursuant to subsections (a) through (d) of Section 8.11 under one or

more Assignment and Acceptance Agreements, which shall be executed by such non-consenting Bank upon the execution thereof by such Assignee or Assignees. Nothing herein shall be deemed to impose any obligation on Agent to issue any such notice requiring assignment or to impose any obligation on any Bank (including Agent in its capacity as a Bank) to become assignees of such non-consenting Bank. Borrower shall pay to any non-consenting Bank any amounts due pursuant to Section 2.3(c) hereof, in respect of any assignment of outstanding Eurodollar Rate Loans required to be made during any Interest Period. Notwithstanding the foregoing, no extension of the Commitments shall be effective unless the Tranche A Commitments shall have been simultaneously extended by a period equal in duration to the period of the extension hereunder.

Section 2.10 Reduction or Termination of Commitments. On or after the Closing Date, Borrower may upon at least three Banking Days' notice to Agent at the Agency Office, terminate in whole at any time, or ratably reduce from time to time by an aggregate amount of \$5,000,000 or an integral multiple thereof, the then unutilized Commitments of the Banks; provided that any such reduction or termination shall simultaneously reduce or terminate both the unutilized Tranche A Commitment and the unutilized Tranche B Commitment by an amount equal to (x) in the case of the Tranche A Commitment, the product of (i) the aggregate amount of such reduction or termination multiplied by (ii) the fraction, the numerator of which is the total amount of Tranche A Commitments then outstanding (prior to giving effect to such reduction or termination), and the denominator of which is the total amount of all Tranche A and Tranche B Commitments then outstanding (prior to giving effect to such reduction or termination) and (y) in the case of the Tranche B Commitment, the product of (i) the aggregate amount of such reduction or termination multiplied by (ii) the fraction, the numerator of which is the total amount of Tranche B Commitments then outstanding (prior to giving effect to such reduction or termination), and the denominator of which is the total amount of all Tranche A and Tranche B Commitments then outstanding (prior to giving effect to such reduction or termination). If the Commitments are terminated in their entirety, all accrued Fees thereon shall be payable on the effective date of such termination.

Section 2.11. Existing Credit Agreement. On the Effective Date, the Existing Credit Agreement shall be terminated and the following provisions shall apply:

(a) Existing Loans. All Existing Loans shall become Loans of the same tenor made by Existing Participating Banks which are Banks hereunder, as if such Existing Loans were made in accordance with and pursuant to this Agreement.

(b) Initial Loans. The initial Loans made under this Agreement (other than Existing Loans deemed Loans under Section 2.11(a) hereof) shall, notwithstanding any contrary provision in Section 2.1(a) hereof, (i) reflect (x) that Existing Loans shall be deemed Loans by Banks that were Existing Participating Banks, (y) that certain Banks were not Existing Participating Banks and have no Loans outstanding as of the Effective Date, and (z) that the Commitments of the Banks differ from the Existing Commitments, and (ii) be made in a manner so that after giving effect to the matters referred to in clause (i) hereof, the aggregate Loans outstanding (including Existing Loans and initial Loans) shall be made ratably by the Banks according to each Bank's Commitment. All determinations hereunder relating to the amount of any initial Loan to be funded by each Bank in order to give effect to this Section 2.11(b) shall be made by the Agent and shall, absent manifest error, be conclusive and binding for all purposes of this Agreement.

(c) Existing Commitments. All Existing Commitments shall be cancelled and cease to have any force or effect.

(d) Fees. No fees shall accrue under Section 2.5 of the Existing Credit Agreement after the Effective Date. All accrued fees under Section 2.5 of the Existing Credit Facility through the Effective Date shall be paid in full on the Effective Date.

(e) Other Obligations. The obligations of the Borrower under Sections 2.5 through 2.7, 8.4, and 8.13 through 8.17 of the Existing Credit Agreement, inclusive, and of the Existing Participating Banks under Section 7.5 of the Existing Credit Agreement, shall survive the termination of the Existing Credit Agreement.

ARTICLE III

Conditions of Commitments

Section 3.1 Conditions Precedent to Initial Loans. The obligations of each Bank to make its initial Loan is subject to the conditions precedent that Agent shall

have received on or before the day of the initial Loan the following, dated in the case of the certificates described in clauses (a), (b) and (c) below on or after June 10, 1994, and in all other cases, as of a date reasonably near the Effective Date (except as otherwise specified herein), in form and substance satisfactory to Agent:

(a) Certificate of Incorporation. A copy of the certificate of incorporation of Borrower, and each amendment thereto, certified by the secretary of State of Delaware as being a true and correct copy thereof;

(b) Certificate of Good Standing. A certificate of the secretary of State of Delaware listing the Borrower's certificate of incorporation and each amendment thereto on file in his office and certifying that (i) such amendments are the only amendments to each such certificate of incorporation on file in his office, (ii) Borrower has paid all franchise taxes to the date of such Certificate and (iii) Borrower is duly incorporated and in good standing under the laws of such jurisdiction;

(c) Certificate of Qualification. A certificate or equivalent document of the secretary of state of the State of New York certifying that Borrower has duly qualified to do business in such jurisdiction as a foreign corporation and is in good standing under such qualification;

(d) By-Laws and Resolutions. Copies of Borrower's by-laws, of the resolutions of Borrower's Board of Directors approving each Credit Document to which Borrower is a party, and of all documents evidencing other necessary corporate action and governmental approvals, if any, with respect to each such Credit Document, certified as true and correct in each case by a Responsible Officer of Borrower;

(e) Incumbency Certificate. A certificate of a Responsible Officer of Borrower certifying the names and true signatures of the officers of Borrower authorized to sign each Credit Document to which it is a party and the other documents to be delivered by it hereunder;

(f) Opinion of Borrowers' Counsel. A favorable opinion of counsel to Borrower, which counsel shall be reasonably acceptable to Agent, substantially in the form of Exhibit D hereto, and as to such other matters as Agent or Majority Banks may reasonably request;

(g) Closing Certificates. A Compliance Certificate; and

(h) Fees. Payment in full of the Fees (including amounts payable under Section 2.11(d) hereof) which are to be paid on or before the Effective Date.

Section 3.2 Conditions Precedent to Each Loan. The Commitment of each Bank to make each Loan shall be subject to the further conditions precedent that on the date of such Loan:

(a) the following statements shall be true (and the delivery of a Notice of Borrowing shall be deemed to constitute a representation and warranty by Borrower that on the date of such Loan such statements are true):

(i) The representations and warranties contained in Section 4.1 of this Agreement are correct on and as of the date of such Loan, before and after giving effect to such Loan, and to any other Loans to be made contemporaneously therewith, and to the application of the proceeds therefrom, as though made on and as of such date; and

(ii) No event has occurred and is continuing, or would result from such Loan or from any other Loans to be made contemporaneously therewith, or from the application of the proceeds therefrom, which constitutes, or with the lapse of time or the giving of notice or both would constitute, an Event of Default; and

(iii) After giving effect to (x) such Loan together with all other Loans to be contemporaneously made therewith and (y) the repayment of any Loans which are to be contemporaneously repaid at the time such Loan is made, such Loan will not result in the then outstanding total amount of all Loans exceeding the then total amount of all Commitments; and

(b) Agent shall have received such other approvals, opinions or documents as Agent or Majority Banks may reasonably request.

ARTICLE IV

Representations and Warranties

Section 4.1 Representations and Warranties of Borrowers. Borrower represents and warrants as follows:

(a) Organization of Credit Parties. Borrower and each Material Subsidiary of Borrower is duly organized and existing under the Laws of the jurisdiction of its formation, and is properly qualified to do business and in good standing in, and where necessary to maintain its rights and privileges has complied with the fictitious name statute of, every jurisdiction where the failure to maintain such qualification, good standing or compliance could reasonably be expected to materially adversely affect Borrower's ability to perform its obligations hereunder and under any other Credit Document.

(b) Authorization of Credit Documents. The execution, delivery and performance of this Agreement and all other Credit Documents to which Borrower is a party are within Borrower's powers and have been duly authorized. This Agreement has been validly executed and delivered on behalf of Borrower.

(c) Government Approvals. No approval, consent, exemption or other action by, or notice to or filing with, any governmental authority or other Person is necessary in connection with the execution, delivery, performance or enforcement of this Agreement or any other Credit Document, except as may have been obtained and certified copies of which have been delivered to each Bank.

(d) No Conflicts. The execution, delivery and performance of this Agreement and the other Credit Documents will not (i) violate (A) the certificate of incorporation or by-laws (or comparable documents) of Borrower or any Subsidiary, (B) any Law or (C) any provision of any contract, agreement, indenture or instrument to which Borrower or any Subsidiary is a party or by which any of its properties is bound or (ii) be in conflict with, or result in a breach of or constitute a default under, any contract, agreement, indenture or instrument referred to in (d)(i)(C) above, or (iii) result in the creation or imposition of any Lien, except Liens permitted under Section 5.2(a) hereof.

(e) Enforceability of Credit Documents. This Agreement is, and each other Credit Document to which Borrower is a party when delivered hereunder will be, a legal, valid and binding agreement of Borrower enforceable

against Borrower in accordance with their respective terms, except for bankruptcy and similar laws affecting the enforcement of creditors' rights generally and for the availability of equitable remedies where equitable remedies are sought.

(f) Title to Property. Borrower and each Subsidiary of Borrower has good and marketable title to its properties and assets free and clear of all Liens or rights of others, except for (i) Liens permitted by Section 5.2(a) and (ii) Liens directly or indirectly securing the Obligations.

(g) Compliance with Law. Borrower and each Subsidiary is in compliance with all applicable Laws, including, without limitation, those relating to hazardous materials or wastes or hazardous or toxic substances, where the failure to maintain such compliance could reasonably be expected to materially adversely affect Borrower's consolidated financial condition or results of operations from that which existed on the date of the financial statements referenced in subsection (k) of this Section or Borrower's ability to perform its obligations hereunder or under any other Credit Document.

(h) No Litigation. Except as disclosed in the notes to Borrower's financial statements referred to in subsection (k) of this Section, there are no suits, proceedings, claims or disputes (including, without limitation, those alleging violation of any applicable Law relating to hazardous materials or wastes, or hazardous or toxic substances) pending or, to the knowledge of Borrower, threatened, against or affecting Borrower or any of its properties or assets, or any Subsidiary of Borrower or any of its property or assets, which could reasonably be expected to materially adversely affect Borrower's consolidated financial condition or results of operations as compared to the date of the financial statements referenced in subsection (k) of this Section or Borrower's ability to perform its obligations hereunder or under any other Credit Document.

(i) Events of Default. No event has occurred or would result from the incurring of obligations by Borrower under this Agreement or any other Credit Document which is, or upon the lapse of time or notice or both would become, an Event of Default.

(j) Subsidiaries. All Material Subsidiaries of Borrower and the nature and extent of Borrower's ownership interest therein have been heretofore disclosed in writing

to Agent and the Banks in accordance with Section 5.1(h)(ix)(D) or otherwise.

(k) Financial Information. All financial statements dated March 31, 1994, information and data furnished by Borrower to Agent or Banks are complete, and such financial statements have been prepared in accordance with generally accepted accounting principles consistently applied and fairly present the consolidated financial condition and results of operations of Borrower as of such date, and when compared to such financial condition and results of operation on such date, (a) there has been no material adverse change in Borrower's consolidated financial condition or results of operations or ability to perform its obligations under this Agreement or any other Credit Documents, and (b) neither Borrower nor any Subsidiary has any contingent obligations, liabilities for taxes or other outstanding financial obligations, other than the Obligations, which are material, except as disclosed in such statements, information and data.

(l) Margin Regulations. (i) Borrower and its Subsidiaries are not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation G, T, U, or X of the Board of Governors of the Federal Reserve System), (ii) no proceeds of any Loan will be used in a manner which would violate, or result in a violation of, such Regulation G, T, U, or X, and (iii) after applying the proceeds of any Loan, and the proceeds of all other Loans made on or before the time of making such Loan, not more than 25 percent of the value (as determined in accordance with generally accepted accounting principles as consistently applied by Borrower -- unless some other method of valuation is required to be used for the purpose of determining the applicability of the exclusion of 12 CFR 221.2(g)(2)(i), and then as determined by such other method of valuation) of the assets and properties of the Borrower subject to Section 5.2(a) is represented by margin stock.

(m) ERISA. There are no Plans or Multiemployer Plans.

(n) Investment Company Act. Neither Borrower nor any Subsidiary is an "investment company" or a company "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended. Neither Borrower nor any Subsidiary is a "holding company" or a "subsidiary" of a "holding company" as defined in the Public Utility Holding Act of 1935, as amended.

(o) Taxes. Borrower and each of its Subsidiaries has filed or caused to be filed all tax returns which to the knowledge of Borrower are required to be filed, and has paid all taxes shown to be due and payable on said returns or any assessments made against it or any of its property and all other taxes, fees and other charges imposed on it or on any of its property by any governmental authority (other than those the amount or validity of which is currently being contested in good faith by appropriate proceedings and with respect to which reserves and conformity with generally accepted accounting principles have been provided on the books of Borrower or its Subsidiaries, as the case may be); and, to the knowledge of Borrower, no claims are being asserted with respect to any such taxes, fees or other charges which are material either as to amount or potentially adverse affect when considered with respect to the financial and business condition of Borrower and its Subsidiaries taken as a whole.

Section 4.2 Representations and Warranties Restated. The representations and warranties contained in Section 4.1 hereof and in any instrument, agreement or certificate executed and delivered in connection herewith shall be deemed to be made on and as of the date of each Loan.

ARTICLE V

Covenants of Credit Parties

Section 5.1 Affirmative Covenants. So long as any Obligations shall remain outstanding or any of the Commitments shall remain available hereunder, Borrower will, unless Majority Banks shall otherwise consent in writing:

(a) Payment of Taxes, Etc. Pay and discharge, and cause each of its Subsidiaries to pay and discharge, before the same shall become delinquent, (i) all taxes, assessments and governmental charges or levies imposed upon it or upon its property, and (ii) all lawful claims which, if unpaid, might by Law become a Lien upon its property; provided, however, that neither Borrower nor any of its Subsidiaries shall be required to pay or discharge any such tax, assessment, charge or claim which is being contested in good faith and by proper proceedings and as to which adequate reserves have been established.

(b) Maintenance of Insurance. Maintain, and cause each of its Subsidiaries to maintain, or cause to be maintained for each of its Subsidiaries, with responsible

and reputable insurance companies or associations acceptable to Majority Banks insurance in such amounts and covering such risks as is usually carried by companies engaged in similar businesses and owning similar properties in the same general areas in which Borrower or any Subsidiary operates.

(c) Preservation of Corporate Existence, Etc.

Preserve and maintain, and cause each Material Subsidiary to preserve and maintain, (i) its corporate existence, rights (charter and statutory), and franchises, and (ii) in the case of Borrower, Borrower ownership and control of all Material Subsidiaries, and will continue, and cause each Material Subsidiary to continue, in the business of designing and licensing the use of computer software products and employ all of its and their respective assets in such business.

(d) Compliance with Laws, Etc. Comply, and cause

each of its Subsidiaries to comply, with the requirements of all applicable Laws noncompliance with which could materially adversely affect its business or credit.

(e) Visitation Rights. At any reasonable time

and from time to time, permit Agent or any of Banks or any agents or representatives thereof, to examine (at the location where normally kept) and make abstracts from the records and books of account of, and visit the properties of Borrower and its Subsidiaries and to discuss the affairs, finances and accounts of Borrower and its Subsidiaries with any of their respective officers or directors and discuss the affairs, finances and accounts of Borrower and its Subsidiaries with its independent certified public accountants and permit such accountants to disclose to Agent or any of Banks any and all financial statements and other reasonably requested information of any kind that they may have with respect to Borrower and its Subsidiaries.

(f) Keeping of Books. Keep, and cause each of

its Subsidiaries to keep, proper books of record and account, in which full and correct entries shall be made of all financial transactions and the assets and business of Borrower and its Subsidiaries in a form, in the case of Borrower, such that Borrower may readily produce no less frequently than at the end of each of its fiscal quarters, financial statements on a consolidated basis in accordance with generally accepted accounting principles consistently applied (subject, in the case of the first three fiscal quarters of each fiscal year, to year end audit adjustments).

(g) Maintenance of Properties, Etc. Maintain and preserve, and cause each of its Subsidiaries to maintain and preserve, all of its properties which are used or useful in the conduct of its business in good working order and condition, ordinary wear and tear excepted, including all copyrights, trademarks, service marks, mask works, trade names, brands, patent rights, processes, designs and other intellectual property, and all registrations and applications for registration thereof, and any licenses with respect to any of the foregoing which are used or useful in the conduct of its business.

(h) Reporting Requirements. Furnish to Agent and each Bank:

(i) Quarterly Financial Statements of Company. As soon as available and in any event within 45 days after the end of each of the first three fiscal quarters of each fiscal year of Borrower, consolidated balance sheets of Borrower and its Subsidiaries as of the end of such quarter and consolidated statements of income and retained earnings of Borrower and its Subsidiaries for the period commencing at the beginning of such fiscal year and ending with the end of such quarter, all in reasonable detail and duly certified (subject to year-end audit adjustments) by a Responsible Officer of Borrower as having been prepared in accordance with generally accepted accounting principles consistently applied, together with a Compliance Certificate as of the end of such fiscal quarter;

(ii) Annual Financial Statements of Company. As soon as available and in any event within 90 days after the end of each fiscal year of Borrower, the consolidated balance sheets of Borrower and its Subsidiaries as of the end of such fiscal year and the consolidated statements of income and retained earnings and the consolidated statements of cash flow of Borrower and its Subsidiaries for such fiscal year, in the case of such consolidated financial statements, certified, without material qualifications or limitations as to scope of the audit, by Ernst & Young or other independent public accountants of recognized standing acceptable to Majority Banks, as having been prepared in accordance with generally accepted accounting principles, consistently applied, together with a Compliance Certificate as of the end of such fiscal year;

(iii) Notice of Defaults. As soon as possible and in any event within five days after the occurrence of each Event of Default and each event which, with the giving of notice or lapse of time, or both, would constitute an Event of Default, continuing on the date of such statement, a statement of a Responsible Officer of Borrower setting forth details of such Event of Default or event and the action which Borrower has taken and proposes to take with respect thereto;

(iv) Shareholder Reports and SEC Filings. Promptly after the sending or filing thereof, copies of all reports which Borrower sends to any of its security holders, and copies of all reports and registration statements which Borrower files with the Securities and Exchange Commission or any national securities exchange;

(v) PBGC Notices. Promptly and in any event within two Banking Days after receipt thereof by Borrower or any of its ERISA Affiliates from the Pension Benefit Guaranty Corporation, copies of each notice received by Borrower or any such ERISA Affiliate of the intention of the Pension Benefit Guaranty Corporation to terminate any Plan or to have a trustee appointed to administer any Plan;

(vi) Litigation. Promptly after the commencement thereof, notice of all material actions, suits and proceedings before any court or governmental department, commission, board, bureau, agency, or instrumentality domestic or foreign, affecting Borrower of the type described in Section 4.1(h) which is known to Borrower or in respect of which Borrower or any Subsidiary has been served;

(vii) Indenture Reports. Promptly after the furnishing thereof, copies of any statement or report furnished to any holder of the securities of Borrower or any Subsidiary of Borrower pursuant to the terms of any indenture or similar agreement and not otherwise required to be furnished to the Banks pursuant to any other clause of this Section 5.1(h);

(viii) Additional Information. Such other information respecting the condition or operations, financial or otherwise, of Borrower or any Subsidiary as Majority Banks may from time to time reasonably request; and

(ix) Significant Events. Promptly upon Borrower's knowledge thereof, a written statement from a Responsible Officer of Borrower describing the details of:

(A) any substantial dispute which may exist between Borrower or any Subsidiary and any governmental regulatory body or law enforcement authority;

(B) any labor controversy resulting in or threatening to result in a strike or work stoppage or slowdown against Borrower or its Subsidiaries;

(C) any Material Subsidiary of Borrower ceasing to be such a Material Subsidiary and the reasons for such change in status;

(D) any Person becoming a Material Subsidiary and the reasons why such Person has become a Material Subsidiary;

(E) any proposal by any public authority to acquire the assets or business of Borrower or any Material Subsidiary or to compete with Borrower or any Material Subsidiary; and

(F) any matter which has resulted or might reasonably be contemplated to result in a material adverse change in (1) Borrower's consolidated financial condition or results of operations or (2) Borrower's ability to perform its obligations hereunder or under any other Credit Document.

(i) Use of Loans. Use the proceeds of the Loans (i) for working capital, and (ii) for the acquisition of capital stock of a Person or assets in transactions not otherwise prohibited by this Agreement.

Section 5.2 Negative Covenants. So long as any Obligations shall remain outstanding or any of the Commitments shall remain available hereunder, Borrower will not, without the written consent of Majority Banks:

(a) Liens. Create, incur, assume or suffer to exist any Lien upon or with respect to any of its assets or property, or permit any Subsidiary so to do, except: (i) Liens, if any, in favor of Agent and Banks collectively; (ii) Liens arising in connection with workers' compensation, unemployment insurance and other social security legislation; (iii) Liens in existence on the date hereof

which secure obligations disclosed in the financial statements referred to in Section 4.1(k) or in the notes thereto; (iv) Liens placed or existing at the time of any acquisition on property being acquired by Borrower or any Subsidiary; (v) Liens for property taxes not yet due and payable and Liens for taxes not yet due or that are being contested in good faith and by appropriate proceedings if adequate reserves with respect thereto are maintained on the books of Borrower or one of its Subsidiaries, as the case may be, in accordance with generally accepted accounting principles; (vi) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business that are not overdue for more than 30 days or that are being contested in good faith and by appropriate proceedings if adequate reserves with respect thereto are maintained on the books of Borrower or one of its Subsidiaries, as the case may be, in accordance with generally accepted accounting principles; (vii) deposits to secure the performance of bids, trade contracts (other than for borrowed money), leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business; (viii) easements, rights-of-way, restrictions and other similar encumbrances incurred in the ordinary course of business that, in the aggregate, are not substantial in amount, and that do not in any case materially detract from the value of the property subject thereto or interfere with the ordinary conduct of the business of Borrower and its Subsidiaries; (ix) Liens in favor of the United States of America for amounts paid to Borrower or any of its Subsidiaries as progress payments under government contracts entered into by it; (x) Liens on assets of corporations that become Subsidiaries after the date hereof, provided that such Liens exist at the time the respective corporations become Subsidiaries and are not created in anticipation thereof; (xi) Liens in favor of vendors of equipment purchased by Borrower or any Subsidiary; provided that such Liens are limited to all or a part of the equipment purchased, and the aggregate amount of the Debt secured by such Liens at no time exceeds \$3,000,000 and such equipment is used in the ordinary course of business of Borrower or such Subsidiary; and (xii) Liens granted in any extension, renewal, or replacement of any of the permitted Liens described above; provided, however, that the principal amount of Debt secured thereby shall not exceed the principal amount of Debt so secured at the time such Lien was originally granted, and that such extension, renewal or replacement shall be limited to all or part of the property which secured the Lien so extended, renewed or replaced (plus improvements and construction on such property).

(b) Guaranties. Assume, guarantee, endorse or otherwise become directly or contingently liable for (by agreement to purchase or lend or otherwise) any obligation of any other Person other than any Subsidiary, or permit any Subsidiary so to do, except: (i) guaranties by endorsement of negotiable instruments for deposit or collection; (ii) performance bonds or similar transactions in the ordinary course of business; and (iii) guaranties and other contingent liabilities which do not exceed \$50,000,000 in the aggregate and which are disclosed in the financial statements referred to in Section 5.1(h)(ii).

(c) Mergers, Consolidation and Sales of Assets.

(i) Enter into any merger or consolidation or permit any Subsidiary so to do, except for a merger or consolidation in which Borrower or a wholly-owned Subsidiary is the surviving entity, provided that if Borrower is a party to such merger or consolidation, Borrower is the surviving entity and provided, further that after giving effect to any such merger no event or condition shall exist which, with the lapse of time, the giving of notice, or both, would constitute an Event of Default; or (ii) sell, lease or otherwise transfer or dispose of any of its assets which in the aggregate are material to Borrower, or permit any Subsidiary so to do, except in the ordinary course of its business.

(d) Obligations to be Pari Passu. Borrower's obligations under this Agreement and the other Credit Documents will rank at all times pari passu as to priority of payment and in all other respects with all other unsecured and unsubordinated Debt of Borrower.

(e) Capital Leases. Incur, create, assume or suffer to exist, or permit any Subsidiary to incur, create, assume or suffer to exist, any lease of property, real or personal, the obligations under which should be capitalized on a balance sheet of Borrower or such Subsidiary in accordance with generally accepted accounting principles if, after giving effect to such lease, the aggregate rentals payable by Borrower and the Subsidiaries under all such leases would exceed \$50,000,000 in any one fiscal year of Borrower; provided, however, that this subsection 5.2(e) shall not apply to those capital leases assumed as a result of mergers and consolidations permitted by Section 5.2(c) hereof.

(f) Nature of Business. Make any material change in the character of the business of Borrower and its Subsidiaries from that conducted on the date hereof.

(g) Fiscal Year. Change its fiscal year.

(h) Consolidated Net Worth. Permit the Consolidated Net Worth of Borrower and its Subsidiaries at any time to be less than \$750,000,000.

(i) Debt to Net Worth Ratio. Permit the ratio of (a) the sum of (i) the total Debt of Borrower and its Subsidiaries on a consolidated basis plus (ii) (without duplication) the total amount of all liabilities guaranteed or assumed, directly or indirectly, in any manner or endorsed (other than for collection or deposit in the ordinary course of business) or discounted with recourse by Borrower or any Subsidiary to (b) the Consolidated Net Worth of Borrower and its Subsidiaries, at any time to be greater than 1.5 to 1.

(j) ERISA Plans. Create, permit or suffer to exist any Plan or Multiemployer Plan, or permit any ERISA Affiliate to do so; provided, however, that Borrower may permit an ERISA Affiliate to maintain a Plan if, but only to the extent that, all of the following conditions are satisfied: (i) such ERISA Affiliate became an ERISA Affiliate after the date of this Agreement; (ii) such Plan was in existence on the date the ERISA Affiliate maintaining or contributing to it became an ERISA Affiliate; (iii) such Plan is terminated and all of its assets distributed within 180 days of the date upon which such ERISA Affiliate became an ERISA Affiliate; (iv) the aggregate liability under Subtitle D of Title IV of ERISA of Borrower and its ERISA Affiliates with respect to any such Plan does not at any time exceed \$1,000,000 and with respect to all such Plans in the aggregate does not at any time exceed \$2,000,000; (v) no demand by the Pension Benefit Guaranty Corporation under ERISA sections 4062, 4063, or 4064 is outstanding against such ERISA Affiliate on the date it becomes an ERISA Affiliate; and (vi) no lien described in ERISA section 4068 upon the assets of such ERISA Affiliate is in existence on the date it becomes an ERISA Affiliate.

ARTICLE VI

Events of Default

Section 6.1 Events of Default. If any of the following events ("Events of Default") shall occur and be continuing:

(a) Payments. Borrower shall fail to pay any principal of, or interest on, any of the Loans when the same

becomes due and payable, or Borrower or shall fail to pay any other sum due under this Agreement or any other Credit Documents within five days of the date when the same becomes due and payable; or

(b) Representations and Warranties. Any representation or warranty made or deemed to be made by Borrower or any Subsidiary (or any of its officers) under or in connection with any Credit Document shall prove to have been incorrect or misleading in any material respect when made or deemed to be made; or

(c) Covenants. Borrower or any of its Subsidiaries shall fail to perform or observe any term, covenant or agreement contained herein or in any other Credit Document on its part to be performed or observed (other than failures to pay which are subject to clause (a) above) and any such failure shall remain unremedied for 30 days after written notice thereof shall have been given to Borrower by Agent or any Bank; or

(d) Other Debts. Borrower or any of its Subsidiaries shall, either singly or in combination, fail to pay Debt in excess of \$5,000,000 in the aggregate (excluding Debt specified in subsection (a) above) for Borrower and all such Subsidiaries, or any interest or premium thereon, when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Debt; or any other default under any agreement or instrument relating to any such Debt, or any other event, shall occur and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such default or event is to accelerate, or to permit the acceleration of, the maturity of such Debt; or any such Debt shall be declared to be due and payable, or required to be prepaid (other than by a regularly scheduled required prepayment), prior to the stated maturity thereof; or

(e) Judgments and Orders. Any judgment or order for the payment of money in excess of \$5,000,000 shall be rendered against Borrower or any of its Subsidiaries and either (i) enforcement proceedings shall have been commenced by any creditor upon such judgment or order or (ii) there shall be any period of 60 consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect; or

(f) Insolvency or Voluntary Proceedings.

Borrower or any of its Material Subsidiaries is generally not paying or admits in writing its inability to pay its debts as such debts become due, or files any petition or action for relief under any bankruptcy, reorganization, insolvency, or moratorium Law or any other Law for the relief of, or relating to, debtors, now or hereafter in effect, or makes any assignment for the benefit of creditors, or takes any corporate action in furtherance of any of the foregoing; or

(g) Involuntary Proceedings. An involuntary

petition is filed against Borrower or any Material Subsidiary under any bankruptcy statute now or hereafter in effect, or a custodian, receiver, trustee, assignee for the benefit of creditors (or other similar official) is appointed to take possession, custody or control of any property of Borrower or any of its Material Subsidiaries, and (i) such petition or appointment is not set aside or withdrawn or otherwise ceases to be in effect within 60 days from the date of said filing or appointment, or (ii) an order for relief is entered against Borrower or such Material Subsidiary with respect thereto; or

(h) Appropriation. All, or such as in the

opinion of Majority Banks constitutes substantially all, of the property of Borrower and its Subsidiaries on a consolidated basis is condemned, seized or appropriated; or

(i) Suspension of Business. Borrower or any

Material Subsidiary voluntarily suspends its business for more than five (5) Banking Days in any thirty (30) day period; or

(j) Credit Documents. Any material provision of

any Credit Document shall for any reason cease to be valid and binding on Borrower or any guarantor of the Obligations, or Borrower or any guarantor of the Obligations shall so state in writing;

(k) Change of Control. Any Person (other than

Borrower) becomes an "interested stockholder" (as such term is defined in Section 203 of the General Corporation Law of the State of Delaware) of, or otherwise acquires control of, Borrower or any Material Subsidiary or any Affiliate of Borrower or any Material Subsidiary, except for any Person that was an interested stockholder prior to the date of this Agreement;

then, (i) automatically upon the occurrence of any event specified in clauses (f) or (g) of this Section 6.1 and at

the option of Majority Banks, by notice from Agent to Borrower, in any other event, (A) the obligation of each Bank hereunder or under any other Credit Documents to make any Loans, shall be immediately terminated, and/or (B) the total outstanding principal amount of all Loans, all interest thereon and all other amounts payable under this Agreement or under any other Credit Document shall be forthwith due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by Borrower, and/or (ii) Agent shall upon the request, or may with the consent, of Majority Banks take such actions under and exercise such rights and remedies pursuant to the Credit Documents, or any of them, as Agent may deem appropriate.

ARTICLE VII

Relationship of Agent and Banks

Section 7.1 Authorization and Action. Each Bank hereby appoints and authorizes Agent, as agent on behalf of such Bank, to take such action and to exercise such powers under the Credit Documents as are delegated to Agent by the terms thereof, together with such powers as are reasonably incidental thereto. As to any (x) matters requiring or permitting an approval, consent, waiver, election or other action by Majority Banks, (y) matters as to which, notwithstanding any delegation of authority to Agent, Agent has requested and received instructions from Majority Banks, and (z) matters not expressly provided for by the Credit Documents, Agent shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting only (and shall be fully protected in so acting or refraining from acting) upon the instructions of Majority Banks, and such instructions shall be binding upon all Banks; provided, however, that Agent shall not be required to take any action which exposes Agent to personal liability or which is contrary to any Credit Document or applicable Law. Agent agrees to give to each Bank prompt notice of each notice given to it by Borrower pursuant to the terms of any Credit Document.

Section 7.2 Agent's Reliance, Etc. Neither Agent nor any of its directors, officers, agents, attorneys or employees shall be liable for any action taken or omitted to be taken by it or them under or in connection with any Credit Document, except for its or their own gross negligence or willful misconduct. Without limiting the generality of the foregoing, Agent: (i) may treat each Bank as the holder of the right to payment of its outstanding

Loans until Agent receives and accepts (together with any required transfer fee) an Assignment and Acceptance Agreement signed by such Bank and its Assignee in form satisfactory to the Agent and otherwise in accordance with the provisions of this Agreement; (ii) may consult with legal counsel (including counsel for Borrower), independent public accountants and other experts selected by it and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel, accountants or experts if such counsel, accountants or other experts are selected without gross negligence or willful misconduct on the part of the Agent; (iii) makes no warranty or representation to any Bank and shall not be responsible to any Bank for any statements, warranties or representations made in or in connection with any Credit Document; (iv) shall not have any duty to ascertain or to inquire as to the performance or observance of any of the terms, covenants or conditions of any Credit Document on the part of Borrower or to inspect the property (including the books and records) of Borrower; (v) shall not be responsible to any Bank for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of any Credit Document or any other instrument or document furnished pursuant thereto; and (vi) shall incur no liability under or in respect of any Credit Document by acting upon any notice, consent, certificate or other instrument or writing (which may be by telegram, cable or telex) believed by it in good faith to be genuine and signed or sent by the proper party or parties unless such action by the Agent constitutes gross negligence or willful misconduct on its part.

Section 7.3 Agent and Affiliates. With respect to its Commitments, the Loans made by it and the obligations of Borrower owed to it under the Credit Documents as a Bank thereunder, Agent shall have the same rights and powers under the Credit Documents as any other Bank and may exercise the same as though it were not the Agent; and the term "Bank" or "Banks" shall, unless otherwise expressly indicated, include Agent in its individual capacity. Agent and its Affiliates may accept deposits from, lend money to, act as trustee under indentures of, and generally engage in any kind of business with, Borrower, any of its Subsidiaries and any Person who may do business with or own securities of Borrower or any such Subsidiary, all as if Agent were not Agent and without any duty to account therefor to Banks.

Section 7.4 Bank Credit Decision. Each Bank acknowledges that (a) it has, independently and without reliance upon Agent or any other Bank and based on such documents and information as it has deemed appropriate, made

its own credit analysis and decision to enter into this Agreement, (b) it will, independently and without reliance upon Agent or any other Bank and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement and the other Credit Documents, and (c) Agent has no duty or responsibility, either initially or on a continuing basis, to provide any Bank with any credit or other information (other than obtained under the provisions of this Agreement) with respect thereto, whether coming into its possession before the date hereof or at any time thereafter.

Section 7.5 Indemnification. Each Bank agrees to indemnify Agent (to the extent not reimbursed by Borrower), ratably according to the ratio of such Bank's Commitments to the Commitments of all Banks, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against Agent in any way relating to or arising out of the Credit Documents, or any of them, or any action taken or omitted by Agent under the Credit Documents, or any of them, provided that no Bank shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from Agent's gross negligence or willful misconduct. Without limiting the foregoing, each Bank agrees to reimburse Agent promptly upon demand for such Bank's ratable share (based on the proportion of all Commitments held by such Bank) of any out-of-pocket expenses (including counsel fees and allocated costs of in house legal services) incurred by Agent in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, the Credit Documents, or any of them, to the extent that Agent is not reimbursed for such expenses by Borrower.

Section 7.6 Successor Agent. Agent may resign at any time as Agent under the Credit Documents by giving 30 days' prior written notice thereof to Banks and Borrower and may be removed as Agent under the Credit Documents at any time with or without cause upon written notice to Agent and Borrower signed by Majority Banks. Upon any such resignation or removal, Majority Banks shall have the right to appoint a successor Agent thereunder. If no successor Agent shall have been so appointed by Majority Banks, and shall have accepted such appointment, within 30 days after

the retiring Agent's giving of notice of resignation or Majority Bank's removal of the retiring Agent, then the retiring Agent may, on behalf of the Banks, appoint a successor Agent, which shall be a commercial bank organized under the laws of the United States of America or of a state thereof and having a combined capital and surplus of at least \$200,000,000. Unless and until a successor Agent shall have been appointed as above provided, the retiring Agent shall serve as a caretaker Agent unless dismissed by Majority Banks. Upon the acceptance of any appointment as Agent under the Credit Documents by a successor Agent, such successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall be discharged from all duties and obligations of the Agent arising thereafter under the Credit Documents. After any retiring Agent's resignation or removal as Agent under the Credit Documents, the provisions of this Article VII shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Agent under the Credit Documents.

Section 7.7 Collateral. Each of the Banks represents to Agent and each of the other Banks that it in good faith is not relying upon any "margin stock" (as defined in Regulation U of the Board of Governors of the Federal Reserve System) as collateral in the extension or maintenance of the credit provided for in this Agreement.

ARTICLE VIII

Miscellaneous

Section 8.1 Notices. Except as provided in Article II with respect to the matters therein specified, all notices, demands, instructions, requests, and other communications required or permitted to be given to, or made upon, any party hereto shall be in writing and (except for financial statements and other related informational documents to be furnished pursuant hereto which may be sent by first-class mail, postage prepaid) shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or by prepaid telex, TWX, telecopy, or telegram (with messenger delivery specified) and shall be deemed to be given for purposes of this Agreement on the day that such writing is received by the Person to whom it is to be sent pursuant to the provisions of this Agreement. Unless otherwise specified in a notice sent or delivered in accordance with the foregoing provisions of this Section, notices, demands, requests, instructions, and other communications in writing shall be

given to or made upon each party hereto at the address (or its telex, TWX, or telecopier numbers, if any) set forth for such party on the signature pages hereof or, in the case of any Assignee, set forth in the relevant Assignment and Acceptance Agreement.

Section 8.2 Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that Borrower shall not assign this Agreement or any of the rights of Borrower hereunder without the prior written consent of all Banks and Agent (the giving of such consent to be in each Bank's and Agent's sole and absolute discretion), and any such purported assignment without such consent shall be absolutely void, and (b) no Bank shall assign this Agreement or any of the rights of such Bank hereunder except in accordance with Section 8.11.

Section 8.3 Amendments and Related Matters. No amendment or waiver of any provision of any Credit Document, nor consent to any departure by Borrower therefrom, shall in any event be effective unless the same shall be in writing and signed by Majority Banks and Borrower and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no amendment, waiver or consent with respect to any Credit Document shall, unless in writing and signed by all Banks, do any of the following: (a) waive any of the conditions specified in Section 3.2, (b) increase the Commitments of any Banks or subject the Banks to any additional obligations, (c) reduce the principal of, or interest on, the Loans or fees or other amounts payable to Banks hereunder or under any other Credit Document, (d) postpone any date fixed for any payment of principal of, or interest on, the Loans or any fees or other amounts payable to Banks hereunder or under any other Credit Document, (e) change the relative percentage of the Commitments or of the aggregate unpaid principal amount of the Loans, or the number of Banks required for Banks or any of them to take any action hereunder, (f) release any guaranty of all or any part of the Obligations, or (g) amend Section 2.9 or this Section 8.3; and provided, further, that no amendment, waiver or consent with respect to any Credit Document shall, unless in writing and signed by Agent in addition to the Banks required above to take such action, affect the rights or duties of Agent under this Agreement or any other Credit Document.

Section 8.4 Costs and Expenses; Indemnification.

(a) Expenses. Borrower agrees to pay on demand (i) all costs and expenses of Agent in connection with the preparation, execution, delivery, administration, modification and amendment of the Credit Documents and the other documents to be delivered under the Credit Documents, including, without limitation, the reasonable fees and out-of-pocket expenses of counsel (including allocated costs for in-house legal services) for Agent with respect thereto and with respect to advising Agent as to its rights and responsibilities under the Credit Documents, and (ii) all costs and expenses of Agent and Banks, if any (including, without limitation, reasonable counsel fees and expenses (including allocated costs for in-house legal services)), in connection with the enforcement (whether through negotiations, legal proceedings or otherwise), restructuring (whether or not in the nature of a "work-out"), and the administration of the Credit Documents and the other documents to be delivered under the Credit Documents.

(b) Indemnification. Borrower agrees to indemnify Agent, each Bank and each officer, director, Affiliate, employee, agent or representative of Agent or Bank ("Bank Indemnitees") and hold each Bank Indemnitee harmless from and against any and all liabilities, losses, damages, costs, and expenses of any kind (including the reasonable fees and disbursements of counsel for any Bank Indemnitee (including allocated costs of in-house counsel)) in connection with any investigative, administrative, or judicial proceeding, whether or not such Bank Indemnitee shall be designated a party thereto (but if not a party thereto, then only with respect to such proceedings where such Bank Indemnitee (i) is subject to legal process (whether by subpoena or otherwise) or other compulsion of law, (ii) believes in good faith that it may be so subject, or (iii) believes in good faith that it is necessary or appropriate for it to resist any legal process or other compulsion of law which is purported to be asserted against it), which may be incurred by any Bank Indemnitee, relating to or arising out of this Agreement or any of the other Credit Documents, any of the transactions contemplated hereby or thereby, or any actual or proposed use of proceeds of Loans hereunder; provided, however, that no Bank Indemnitee shall have the right to be indemnified hereunder for its own gross negligence or willful misconduct.

Section 8.5 Oral Communications. Agent may, but is not required (except as provided in Section 2.1(b)) to, accept and act upon oral communications from Borrower. Any oral communication from Borrower to Agent (including telephone communications) hereunder shall be immediately confirmed in writing by Borrower, but in the event of any

conflict between any such oral communication and the written confirmation thereof, such oral communication shall control if Agent has acted thereon prior to actual receipt of written confirmation. Borrower shall indemnify Agent and hold Agent harmless from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, expenses and disbursements of any kind or nature whatsoever (including attorneys' fees and allocated costs for in-house legal services) which arise out of or are incurred in connection with the making of Loans or taking other action in reliance upon oral communications, except that Agent shall not be indemnified against its own gross negligence or willful misconduct.

Section 8.6 Entire Agreement. This Agreement and the other Credit Documents are intended by the parties hereto to be a final and complete expression of all terms and conditions of their agreement with respect to the subject matter thereof and supersede all oral negotiations and prior writings in respect to the subject matter hereof.

Section 8.7 Governing Law. THIS AGREEMENT AND EACH OTHER CREDIT DOCUMENT (EXCEPT TO THE EXTENT THE LAW OF ANOTHER JURISDICTION IS EXPRESSLY CHOSEN THEREIN) SHALL BE GOVERNED BY AND CONSTRUED UNDER THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

Section 8.8 Severability. The illegality or unenforceability of any provision of this Agreement or any other Credit Document shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or such Credit Document.

Section 8.9 Counterparts. This Agreement may be executed in as many counterparts as may be deemed necessary or convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original but all such counterparts shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 8.10 Confidentiality. Unless otherwise required by any Directive, Agent and each Bank agrees not to voluntarily disclose to unrelated third parties information clearly marked as "Confidential" provided to it pursuant to this Agreement or the other Credit Documents, except that there shall be no obligation of confidentiality in respect

of (i) any information which may be generally available to the public or becomes available to the public through no fault of Agent or such Bank; (ii) communications with actual or prospective participants, or Assignees which undertake in writing to be bound by this Section 8.10; or (iii) Agent's or any Bank's directors, officers, employees and other representatives and agents, and directors, officers, employees and other representatives and agents of its Affiliates, legal counsel, auditors and internal bank examiners, and to the extent necessary or advisable in its judgment, independent engineering consultants and other experts or consultants retained by it, if in the case of a person or entity other than a director, officer, employee, legal counsel, auditor or internal bank examiner, Agent or such Bank obtains from such person or entity an undertaking in writing as to confidentiality substantially identical to this undertaking.

Section 8.11 Assignments and Participations.

(a) Assignments. Each Bank may, upon at least five Banking Days' notice to Agent, assign to one or more financial institutions (as "Assignee") all or a portion of its rights and obligations under this Agreement (including, without limitation, all or a portion of its Commitments, and the Loans); provided, however, that (i) each such assignment shall be of a constant, and not a varying, percentage of the assigning Bank's rights and obligations under this Agreement being assigned, and any assignment of such Bank's Commitment and Loans shall cover the same percentage of such Bank's Commitment and Loans and the same percentage of its Tranche A Commitment (or Tranche A Loans) and Tranche B Commitment (or Tranche B Loans), (ii) unless Agent and Borrower otherwise consent, the amount of the Commitment (such amount to be determined without reduction for utilization) of the assigning Bank being assigned pursuant to each such assignment (determined as of the date of the Assignment and Acceptance Agreement with respect to such assignment) shall not be less than \$10,000,000 or shall be an integral multiple of \$1,000,000 in excess thereof, and, unless such assigning Bank is assigning its entire Commitment, shall not reduce the amount of the Commitment retained by such Bank to less than the greater of \$10,000,000 or one-half of the original amount of such Bank's Commitment hereunder, (iii) each such assignment shall be to an institutional lender, (iv) the parties to each such assignment shall execute and deliver to Agent, for its approval, acceptance and recording an Assignment and Acceptance Agreement, together with a processing and recordation fee of \$2,500, and (v) Borrower shall consent to such assignment, which consent shall not be unreasonably withheld. Upon such execution, delivery,

approval, acceptance and recording, from and after the effective date specified in each Assignment and Acceptance Agreement, (x) the Assignee thereunder shall be a party hereto as a Bank and, to the extent that rights and obligations hereunder have been assigned to it pursuant to such Assignment and Acceptance Agreement, have the rights and obligations of a Bank hereunder and (y) the Bank assignor thereunder shall, to the extent that rights and obligations hereunder have been assigned by it pursuant to such Assignment and Acceptance Agreement, relinquish its rights and be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance Agreement, covering all or the remaining portion of an assigning Bank's rights and obligations under this Agreement, such Bank shall cease to be a party hereto).

(b) Effect of Assignment. By executing and delivering an Assignment and Acceptance Agreement, a Bank assignor thereunder and the Assignee thereunder confirm to and agree with each other and the other parties hereto as follows: (i) other than as expressly provided in such Assignment and Acceptance Agreement, such assigning Bank makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement or any other Credit Document or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other Credit Document or any other instrument or document furnished pursuant hereto; (ii) such assigning Bank makes no representation or warranty and assumes no responsibility with respect to the financial condition of Borrower or the performance or observance by Borrower of any of its obligations under any Credit Document or any other instrument or document furnished pursuant hereto or with respect to the taxability of payments to be made hereunder or under the other Credit Documents; (iii) such assignee confirms that it has received a copy of this Agreement, together with copies of the financial statements referred to in Section 4.1(k) and Section 5.1(h) and such other Credit Documents and other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance Agreement; (iv) such Assignee will, independently and without reliance upon Agent, such assigning Bank or any other Bank and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement; (v) such Assignee appoints and authorizes Agent to take such action as agent on its behalf and to exercise such powers under this Agreement and the other Credit Documents as are delegated to Agent by the terms hereof and

thereof, together with such powers as are reasonably incidental thereto; and (vi) such Assignee agrees that it will perform in accordance with their terms all of the obligations which by the terms of this Agreement or any other Credit Document are required to be performed by it as a Bank.

(c) Assignment Register. Agent shall maintain at its Agency Office a copy of each Assignment and Acceptance Agreement delivered to and accepted by it and a register for the recordation of the names and addresses of the Banks and the Commitments of, and principal amount of the Loans owing to, each Bank from time to time. The entries in such register shall be conclusive and binding for all purposes, absent manifest error, and Borrower and Agent and Banks may treat each Person whose name is recorded in the register as a Bank hereunder for all purposes of this Agreement. The register shall be available for inspection by Borrower or any Bank at any reasonable time and from time to time upon reasonable prior notice.

(d) Assignments Recorded. Upon its receipt of an Assignment and Acceptance Agreement executed by an assigning Bank and an Assignee, Agent shall, if such Assignment and Acceptance Agreement has been properly completed, and subject to Borrower's consent as above provided (i) accept such Assignment and Acceptance Agreement, (ii) record the information contained therein in the register maintained by Agent for this purpose and (iii) give prompt notice thereof to Borrower.

(e) Participations. Each Bank may sell participations to one or more Persons in or to all or a portion of its rights and obligations under this Agreement (including, without limitation, all or a portion of its Commitments, and the Loans owing to it); provided, however, that (i) such Bank's obligations under this Agreement (including, without limitation, its Commitments to Borrower hereunder) shall remain unchanged, (ii) such Bank shall remain solely responsible to the other parties hereto for the performance of such obligations, (iii) such Bank shall remain the owner of such Loans for all purposes of this Agreement, and (iv) Borrower, Agent, and Banks shall continue to deal solely and directly with such Bank in connection with such Bank's rights and obligations under this Agreement, provided, further, to the extent of any such participation (unless otherwise stated therein and subject to the preceding proviso), the assignee or purchaser of such participation shall, to the fullest extent permitted by law, have the same rights and benefits hereunder as it would have if it were a Bank hereunder; and provided, further, that

each such participation shall be granted pursuant to an agreement providing that the purchaser thereof shall not have the right to consent or object to any action by the selling Bank (who shall retain such right) other than an action which would (i) reduce principal of or interest on any Loan or Fees in which such purchaser has an interest, or (ii) postpone any date fixed for payment of principal of or interest on any such Loan or such fees; and provided, further, that notwithstanding anything to the contrary in this subsection (e), the provisions of Sections 2.6 and 2.7 hereof shall apply to the purchasers of participations only to the extent, if any, that the Bank or Assignee assigning or selling such participation would be entitled to request additional amounts under such Sections if such Bank or Assignee had not sold or assigned such participation.

(f) Assignment to Federal Reserve Bank. Anything herein to the contrary notwithstanding, each Bank shall have the right to assign or pledge from time to time any or all of its Commitments, Loans or other rights hereunder or under any of the other Credit Documents to any Federal Reserve Bank.

Section 8.12 Waiver of Trial by Jury. BORROWER, BANKS, AND AGENT, TO THE MAXIMUM EXTENT THEY MAY LEGALLY DO SO, HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT, THE OTHER CREDIT DOCUMENTS, OR IN ANY WAY CONNECTED WITH, OR RELATED TO, OR INCIDENTAL TO, THE DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THIS AGREEMENT, OR THE OTHER CREDIT DOCUMENTS, THE NEGOTIATION, ADMINISTRATION, PERFORMANCE, OR ENFORCEMENT HEREOF OR THEREOF, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND IRRESPECTIVE OF WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE EXTENT THEY MAY LEGALLY DO SO, BORROWER, BANKS AND AGENT HEREBY AGREE THAT ANY SUCH CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 8.12 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE OTHER PARTY OR PARTIES HERETO TO WAIVER OF ITS OR THEIR RIGHT TO TRIAL BY JURY.

Section 8.13 Choice of Forum and Service of Process. To the maximum extent permitted by Law, Borrower, Agent and Banks agree that all actions or proceedings arising in connection with the Credit Documents shall be tried and determined only in the state and federal courts located in the County of New York, State of New York, or, at the sole option of Agent, in any other court in which Agent

shall initiate legal or equitable proceedings and which has subject matter jurisdiction over the matter in controversy. To the extent it may lawfully do so, Borrower waives any right it may have to assert the doctrine of forum non conveniens or to object to venue to the extent any proceeding is brought in accordance with this section. Borrower hereby irrevocably and unconditionally designates and appoints (a) the Secretary of State of the State of New York, and (b) if Borrower no longer maintains its principal executive offices in New York State, such other Person reasonably satisfactory to the Agent and the Majority Banks as may be selected by Borrower and irrevocably agree in writing to so serve, as its agent to receive on its behalf service of all process in any proceedings in any such court, such service being hereby acknowledged by Borrower to be effective and binding service in every respect. A copy of any such process so served shall be mailed by registered mail to Borrower; provided, however, that unless otherwise provided by mandatory provisions of applicable law, any failure to mail such copy shall not affect the validity of service of process. If any agent appointed by Borrower refuses to accept service, Borrower hereby agrees that service upon it by mail shall constitute sufficient notice. Nothing herein shall affect the right to serve process in any other manner permitted by law.

Section 8.14 Remedies. The remedies provided to Agent and Banks in the Credit Documents are cumulative and are in addition to, and not in lieu of, any remedies provided by law. To the maximum extent permitted by law, remedies may be exercised by Agent or any Bank successively or concurrently, and the failure to exercise any remedy shall not constitute a waiver thereof, nor shall the single or partial exercise of any remedy preclude any other or further exercise of such remedy or any other right or remedy.

Section 8.15 Right of Set-Off. Upon the occurrence and during the continuance of any Event of Default, each Bank is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set-off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by such Bank to or for the credit or the account of Borrower against an equivalent amount of the Obligations, irrespective of whether or not such Bank shall have made any demand under this Agreement and although such obligations may be unmatured. Each Bank agrees promptly to notify Borrower and Agent after any such set-off and application is made by such Bank, provided that the failure to give such notice shall not affect the

validity of such set-off and application. The rights of each Bank under this Section are in addition to other rights and remedies (including, without limitation, other rights of set-off) which such Bank may have.

Section 8.16 Effectiveness and Effect of Agreement. This Agreement shall become effective (and the date this Agreement becomes so effective is the "Effective Date") if, and only if, on or before June 22, 1994:

(i) Agent shall have received counterparts of this Agreement duly executed by Borrower and the Banks listed on the signature pages hereof and Agent and shall have so notified Borrower and Banks;

(ii) The conditions specified in Section 3.1 shall have been satisfied; and

(iii) Agent shall have received such other approvals, opinions or documents as Agent or Majority Banks may reasonably request.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

COMPANY: COMPUTER ASSOCIATES INTERNATIONAL,
INC., a Delaware corporation
By /s/Ira Zar

Its Senior Vice President & Treasurer

Address for Notices:

One Computer Associates Plaza
Islandia, New York, 11788-7000
Attn: Treasurer
Telecopier: (516) 342-4866
Telex: 981-393

AGENT: CREDIT SUISSE, as Agent for the Banks

By /s/Lauri Sivaslian

Its MSM

By /s/Scott Zoellner

Its Associate

Address for Notices:

Tower 49
12 East 49th Street
New York, New York 10017
Attn: Michael Mast/Scott Zoellner
Telecopier: (212) 238-5439
Telex:

BANKS: CREDIT SUISSE

By

Its

By

Its

Address for Notices:

Tower 49
12 East 49th Street
New York, New York 10017
Attn: Michael Mast/Scott Zoellner
Telecopier: (212) 238-5439
Telex:

CHEMICAL BANK

By /s/Phyllis Sawyer

Its Vice President

Address for Notices:

395 North Service Road
Third Floor; Suite 302
Melville, New York 11747-3142
Attention: Annmarie Romeo
 Phyllis Sawyer
 Sally Ballweg
Telecopier: (516) 755-0152
Telex:

MELLON BANK

By /s/David Smith

Its Assistant Vice President

Address for Notices:

Three Mellon Bank Center
Room 153-2305
Pittsburgh, Pennsylvania 15258
Attention:
Loan Administration
Telecopier: (412) 234-5049
Telex: 812 367/MELBNK

SHAWMUT BANK, N.A.

By /s/Olaperi Onipede

Its Director

Address for Notices:

One Federal Street
Boston, Massachusetts 02211
Attention: Olaperi Onipede
Mail Code OF-0323
Telecopier: (617) 423-5214
Telex: 6817133 SHAWMUT-BSN

NATIONAL WESTMINSTER BANK USA

By /s/Jeffrey B. Carstens

Its Vice President

Address for Notices:

100 Jericho Quadrangle
Jericho, New York 11753
Attention: Jeffrey B. Carstens
Telecopier: (516) 349-2098
Telex:

THE FUJI BANK, LIMITED, NEW YORK
BRANCH

By /s/Yoshihiko Shoitsugu

Its Vice President & Manager

Address for Notices:

Two World Trade Center
79th Floor
New York, New York 10048
Attention: Walter Duffy (For Credit
Matters)
Kathleen Barsotti (For
Administration Matters)
Telecopier: (212) 912-0516
Telex: 420626/FUJ UI

THE BANK OF NOVA SCOTIA

By /s/Stephen Lockart

Its Vice President

Address for Notices:

New York Agency
1 Liberty Plaza
26th Floor
New York, New York 10006
Attention: Alan Reiter
Telecopier: (212) 225-5090
Telex: ITT 421791/WUI 669859

THE BANK OF NEW YORK

By /s/William A. Kerr

Its Vice President

Address for Notices:

One Wall Street, 8th Floor
New York, New York 10286
Attention: Gianni W. Sellers
Telecopier: (212) 635-1480
Telex:

COMMERZBANK AG

By/s/Juergen Boysen /s/Michael D. Hintz

Its Senior Vice President Vice President

Address for Notices:

Two World Financial Center
New York, New York 10281-1050
Attention: Michael Hintz
Telecopier: (212) 266-7235
Telex:

THE BANK OF TOKYO TRUST CO. LTD.

By /s/Neal Hoffson

Its Vice President

Address for Notices:

1251 Avenue of the Americas
12th Floor
New York, New York 10116
Attention: Neal Hoffson
Telecopier: (212) 782-6445
Telex:

Schedule 1

Commitment Schedule

A. Agency Office: Tower 49

 12 East 49th Street
 New York, New York 10017

B. Banks: (Listed Below)

Bank -----	Commitment -----	Lending Office -----
Credit Suisse	\$37,500,000	Tower 49 12 East 49th Street New York, New York 10017
Chemical Bank	\$25,000,000	395 North Service Road Third Floor; Suite 302 Melville, New York 11747-3142
Mellon Bank	\$31,250,000	Three Mellon Bank Center Room 153-2305 Pittsburgh, Pennsylvania 15258
National Westminster Bank USA	\$25,000,000	100 Jericho Quadrangle Jericho, New York 11753
Shawmut Bank, N.A.	\$25,000,000	One Federal Street Boston, Massachusetts 02211
The Fuji Bank, Limited, New York Branch	\$25,000,000	Two World Trade Center 79th Floor New York, New York 10048
The Bank of Nova Scotia	\$31,250,000	New York Agency 1 Liberty Plaza 26th Floor New York, New York 10006
The Bank of New York	\$12,500,000	1 Wall Street 8th Floor New York, New York 10286
Commerzbank AG	\$12,500,000	Two World Financial Center New York, New York 10281-1050
The Bank of Tokyo Trust Co. Ltd.	\$25,000,000	1251 Avenue of the Americas 12th Floor New York, New York 10116

Schedule 2

Existing Loans

Bank	Tranche A Loans	Tranche B Loans	Total Loans
Credit Suisse	0	\$4,000,000	\$4,000,000
Chemical Bank	0	\$4,000,000	\$4,000,000
Mellon Bank	0	\$4,000,000	\$4,000,000
National Westminster Bank USA	0	\$2,000,000	\$2,000,000
Shawmut Bank, N.A.	0	\$1,600,000	\$1,600,000
The Fuji Bank Limited, New York Branch	0	\$1,200,000	\$1,200,000
The Bank of Nova Scotia	0	\$1,200,000	\$1,200,000
The Bank of New York	0	\$1,200,000	\$1,200,000
The Bank of Tokyo Trust Co., Ltd.	0	\$ 800,000	\$ 800,000

ASSIGNMENT AND ACCEPTANCE AGREEMENT
[Long Term Revolver]

This ASSIGNMENT AND ACCEPTANCE AGREEMENT, dated as of _____, 19____, is made between

_____ ("Assignor") and _____ ("Assignee") as follows:

1. As used herein (the following definitions to be applicable in both singular and plural forms):

"Applicable Loans" means the Loans outstanding on the Effective Date under the Applicable Commitment.

"Applicable Commitment" means Assignor's Commitment under the Credit Agreement.

"Assigned Percentage" means that percentage of Assignor's rights and obligations under the Applicable Commitment which is equal to ____% of such Applicable Commitment and the Applicable Loans as of the Effective Date.

"Credit Agreement" means the Credit Agreement, dated as of June 21, 1994, as the same may have been amended to the date hereof, by and between Computer Associates International, Inc., a Delaware corporation, the banks and other financial institutions parties thereto (the "Banks"), and Credit Suisse, as agent for the Banks.

"Effective Date" has the meaning ascribed thereto in Paragraph 5 hereof.

Other initially capitalized terms used herein and not otherwise specifically defined have the meaning ascribed thereto in the Credit Agreement.

2. Assignor hereby sells and assigns to Assignee, and Assignee hereby purchases and assumes from Assignor, the Assigned Percentage of Assignor's rights and obligations as a Bank under the Credit Agreement with respect to the Applicable Commitment (including, without limitation, the Assigned Percentage of (i) the Applicable Commitment as in effect as of the Effective Date, and (ii) each of the Applicable Loans).

3. The Assignor (i) represents and warrants that it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim; (ii) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement or any other Credit Document or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement or any other Credit Document or any other instrument or document furnished pursuant thereto; and (iii) makes no representation or warranty and assumes no responsibility with respect to the financial condition of Borrower or the performance or observance by Borrower of any of its obligations under the Credit Documents or any other instrument or document furnished pursuant thereto.

4. Assignee (i) acknowledges that, other than as expressly provided in this Agreement, Assignor makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement or any other Credit Document or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement or any other Credit Document or any other instrument or document furnished pursuant thereto; (ii) acknowledges that Assignor makes no representation or warranty and assumes no responsibility with respect to the financial condition of Borrower or the performance or observance by Borrower of any of its obligations under any Credit Document or any other instrument or document furnished pursuant thereto or with respect to the taxability of payments to be made under the Credit Agreement or under the other Credit Documents; (iii) confirms that it has received a copy of the Credit Agreement, together with copies of the financial statements referred to in Section 4.1(k) and Section 5.1(h) of the Credit Agreement and such other Credit Documents and other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Agreement; (iv) will, independently and without reliance upon Agent, Assignor or any other Bank and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement; (v) appoints and authorizes Agent to take such action as agent on its behalf and to exercise such powers under the Credit Agreement and the other Credit Documents

as are delegated to Agent by the terms thereof, together with such powers as are reasonably incidental thereto; (vi) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Credit Agreement or any other Credit Document are required to be performed by it as a Bank; and (vii) specifies as its Applicable Lending Office(s) and address for notices the office(s) set forth beneath its name on the signature pages hereof.

5. The effective date for the assignment and acceptance hereunder (the "Effective Date") shall be the date on which the Assignor receives an amount in the same day funds equal to the Assigned Percentage of the aggregate principal amount of Applicable Loans owing to Assignor and outstanding on such date and has notified Agent of such receipt; provided, however, that the Effective Date hereunder shall not occur unless and until (x) Borrower shall have consented thereto by executing (at the place indicated for Borrower's signature hereon) and delivering to Agent a counterpart of this Agreement, and (y) Agent has received an executed original of this Agreement, and Agent's processing and recording fee has been paid, in accordance with the requirements of Section 8.11(a) of the Credit Agreement.

6. (a) As of the Effective Date, (i) Assignee shall be a party to the Credit Agreement and, to the extent provided in this Agreement, have the rights and obligations of a Bank thereunder and (ii) Assignor shall, to the extent provided in this Agreement, relinquish its rights and be released from its obligations under the Credit Agreement; and (b) from and after the Effective Date, Agent shall make all payments under the Credit Agreement in respect of all interest assigned hereby (including, without limitation, all payments of principal, interest and commitment and other fees relating to the Assigned Percentage) to Assignee. Assignor and Assignee shall make all appropriate adjustments in payments under the Credit Agreement for periods prior to the Effective Date directly between themselves.

7. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. THIS AGREEMENT IS ONE OF THE CREDIT DOCUMENTS (AS DEFINED IN THE CREDIT AGREEMENT) AND IS SUBJECT TO SECTION 8.13 (CHOICE OF FORUM AND SERVICE OF PROCESS)

AND SECTION 8.12 (WAIVER OF TRIAL BY JURY) THEREOF. THE PROVISIONS OF SUCH SECTIONS 8.13 AND 8.12 ARE INCORPORATED HEREIN IN FULL.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

ASSIGNOR:

By _____
Its _____

ASSIGNEE:

By _____
Its _____

Applicable Lending Office(s)
and address for notices:

BORROWER'S CONSENT

The undersigned hereby consents to the foregoing
Assignment and Acceptance Agreement this _____ day of
_____, 19__.

COMPUTER ASSOCIATES
INTERNATIONAL, INC.

By _____

Its _____

COMPLIANCE CERTIFICATE

(LONG TERM REVOLVER)

To the Banks and the Agent
Referenced Below

The undersigned hereby certifies that:

1. This Compliance Certificate is being delivered pursuant to Section 3.1 of that certain Credit Agreement, dated as of June 21, 1994, as the same may have been amended to the date hereof (the "Credit Agreement"), by and between Computer Associates International, Inc. a Delaware corporation ("Company"), the banks and other financial institutions parties thereto (the "Banks") and Credit Suisse, as agent for the Banks (in such capacity, "Agent"). Any and all initially capitalized terms used herein have the meanings ascribed thereto in the Credit Agreement unless otherwise specifically defined herein.

2. The undersigned is a Responsible Officer of Company with the title set forth below his signature hereon.

3. The undersigned has reviewed the terms of the Credit Agreement and the other Credit Documents with a view toward determining whether Company has complied with the terms thereof in all material respects, has made, or has caused to be made under his supervision, a review in reasonable detail of the transactions and condition of Company and its Subsidiaries as of June 21, 1994 (the "Determination Date"), and such review has disclosed that as of such date:

(a) the representations and warranties contained in Section 4.1 of the Credit Agreement and in the other Credit Documents are true and correct, as though made on and as of such date except to the extent such representations and warranties are specifically limited to a prior date; and

(b) no event has occurred and is continuing which constitutes an Event or Default or would constitute an Event of

Default but for the requirement that notice be given or time elapse or both.

4. Borrower is in compliance with the covenants set forth in Sections 5.2(b), (c)ii, (e), (h) and (i) of the Credit Agreement.

I hereby certify the foregoing information to be true and correct in all material respects and execute this Compliance Certificate this 21st day of June, 1994.

Title:
a Responsible Officer of Computer
Associates International, Inc.

NOTICE OF BORROWING

(LONG TERM REVOLVER)

Credit Suisse
As the Agent under the Credit
Agreement referenced below

This Notice of Borrowing is given pursuant to Section 2.1 of that certain Credit Agreement, dated as of June 21, 1994, as the same may have been amended to the date hereof (the "Credit Agreement"), by and between Computer Associates International, Inc., a Delaware corporation and the Banks and other financial institutions parties thereto (the "Banks") and Credit Suisse, as agent for the Banks. Any and all initially capitalized terms used herein have the meanings ascribed thereto in the Credit Agreement unless otherwise specifically defined herein.

The undersigned hereby (one checked as applicable):

- gives Agent irrevocable notice
- confirms its irrevocable telephonic notice to Agent

that it requests a Loan under the Credit Agreement as follows:

1. Date of Loan. The requested date of the proposed Loan is _____, 19__.

2. Amount of Loan. The requested aggregate amount of the proposed Loan is: \$_____.

3. Rate Option and Interest Period. The requested rate option and Interest Period for the proposed Loan is ((a) or (b) checked as applicable):

(a) The Eurodollar Rate for an Interest Period of (one checked as applicable):

1 month

2 months

3 months

6 months

9 months

12 months

(b) The Base Rate for an Interest Period of _____ days.

5. Representations and Warranties. The undersigned hereby certifies that the following statements are true on the date hereof, and will be true on the date of the proposed Loan:

(a) the representations and warranties contained in Section 4.1 of the Credit Agreement and in the other Credit Documents are true and correct before and after giving effect to the proposed Loan and to the application of the proceeds therefrom, as though made on and as of such date except to the extent such representations and warranties are specifically limited to a prior date;

(b) no event has occurred and is continuing, or would result from such proposed Loan or from the application of the proceeds therefrom, which constitutes an Event of Default or would constitute an Event of Default but for the requirement that notice be given or time elapse or both: and

(c) all conditions precedent under Article III of the Credit Agreement to the making of the Loans are satisfied.

Dated: _____, 19__.

COMPUTER ASSOCIATES
INTERNATIONAL, INC.,
a Delaware corporation

By _____

Its _____

[Opinion of Borrower's Counsel]
[Long Term Revolver]

[_____], 1994

To the Banks Referenced Below and Agent:

Re: Computer Associates International, Inc.

Ladies and Gentlemen:

This opinion is furnished to you pursuant to Section 3.1(f) of the Credit Agreement dated as of June __, 1994 (the "Credit Agreement"), by and between Computer Associates International, Inc., a Delaware corporation (the "Company"), on the one hand, and the banks and other financial institutions party thereto reflected on the signature pages thereof (the "Banks") and Credit Suisse, as agent for the Banks (in such capacity "Agent"), on the other hand. Unless otherwise defined herein, terms defined in the Credit Agreement are used herein as therein defined.

We have acted as counsel for the Company in connection with the Credit Agreement and certain of the transactions contemplated thereby. In that connection we have examined an executed copy of the Credit Agreement, together with all Exhibits thereto.

We have also familiarized ourselves with the Restated Certificate of Incorporation and by-laws of the Company, as amended to date, and have examined the originals, or copies certified or otherwise identified, of corporate records of the Company, including minute books of the Company as furnished to us by the Company, certificates of public officials and of representatives of the Company, statutes and other instruments and documents, as a basis for the opinions hereinafter expressed. In giving such opinions we have relied upon certificates of officers of the Company with respect to the accuracy of the material factual matters contained in such certificates.

We have also assumed (i) that all signatures on all documents examined by us are genuine, (ii) that all documents submitted to us as copies are true and correct copies of the originals, and (iv) that all information submitted to us is accurate and complete.

On the basis of the foregoing, subject to the assumptions, limitations, qualifications and exceptions set forth herein, we are of the opinion that:

1. The Company is a corporation, duly incorporated, validly existing and in good standing under the laws of the State of Delaware, and has the requisite corporate power and authority to own and operate its properties and to carry on its business as presently conducted.
2. The Company has the requisite corporate power and authority to enter into the Credit Agreement, to bind itself thereby, and to perform its obligations thereunder.
3. The Credit Agreement has been duly authorized by all necessary corporate action on the part of the Company and has been duly executed and delivered by the Company. The Credit Agreement, constitutes, and the other Credit Documents to which the Company becomes a party when executed will constitute, the valid and binding obligations of the Company enforceable against the Company in accordance with their respective terms.
4. The choice of New York law to govern the construction and interpretation of the Credit Agreement is a valid and effective choice of law under the laws of the States of Delaware and New York, and adherence to existing judicial precedents under law would require a court sitting in Delaware and New York to abide by such choice of law.
5. The execution and delivery by the Company of the Credit Agreement and the other Credit Documents to which it is a party, the performance by Company of its obligations thereunder and the consummation of the transactions contemplated thereby will not (a) conflict with the Restated Certificate of Incorporation or by-laws of the Company, as amended, or (b) conflict with or result in a breach of, or constitute a default under (with or without the giving of notice, the passage of time or both), or result in the creation or imposition of any Lien (other than exceptions permitted by Section 5.2(a) of the Credit Agreement) upon any of the property or assets of the Company or of any of its Subsidiaries under (i) any indenture, mortgage, deed of trust or other instrument or

agreement known to us by which the Company or any of its Subsidiaries is bound, and to which any of the property or assets of the Company or any of its Subsidiaries are subject or (ii) any existing applicable Law affecting the Company or any of its Subsidiaries or any of the properties or assets of the Company or any of its Subsidiaries, except for, in the case of clause (ii), any conflict, breach or default that (A) is not material and (B) does not impair the ability of the Company to perform its obligations under the Credit Agreement or any other Credit Document to which it is a party or of Agent or any Bank to enforce or collect any of the Obligations.

6. No order, license, consent, authorization or approval of, or exemption by, or notice to or registration with, any federal, state, municipal or other governmental department, commission, board, bureau, agency or other governmental, administrative or judicial authority or regulatory body, and no filing, recording, publication or registration of any kind, is required in connection with the execution, delivery and performance by the Company (or any of its Subsidiaries) of the Credit Agreement, or the other Credit Documents to which it is a party, or for the legality, validity, binding effect or enforceability thereof.
7. The making of Loans and the application of the proceeds thereof by the Company as provided in the Credit Agreement do not violate Regulation G, T, U, or X of the Board of Governors of the Federal Reserve System (the "Board"), or any other regulation of the Board.
8. The Company is not an "investment company" or a company "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended. Neither the Company nor any of its Subsidiaries is a "holding company" or a "subsidiary" of a "holding company" as defined in the Public Utility Holding Act of 1935, as amended.
9. To our knowledge, except as disclosed in the Notes to the Company's financial statements referred to in Section 4.1(k) of the Credit Agreement, there is no action, suit, or proceeding pending or overtly threatened against the Company or any of its Subsidiaries of the nature described in Section 4.1(h) of the Credit Agreement or in which an injunction or order has been entered preventing the making of the Loans.

The opinions set forth above in paragraph 3 are subject, with your concurrence, to the following qualifications, assumptions, limitations and exceptions: (i) the performance by the Company and the enforceability of the Credit Agreement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or conveyance or other laws of general application affecting creditor's rights and to court decisions with respect thereto, by implied or express covenants of good faith and fair dealing and by general principles of equity (regardless of whether such validity, binding effect or enforceability is considered in a proceeding in equity or at law); (ii) we express no opinion as to the availability of equitable remedies for any breach of the provisions of the Credit Agreement other than those relating to the payment of money; (iii) we express no opinion as to the validity, binding effect, or enforceability of any provision of the Credit Agreement relating to indemnification or contribution with respect to claims arising under any federal or state securities law; and (iv) provisions to the effect that failure to exercise or delay in exercising rights or remedies will not operate as a waiver of the right or remedy are unenforceable under certain circumstances.

To the extent that the opinion herein may be dependent upon such matters, we have assumed that each of Agent and the Banks is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized, that the Credit Agreement has been or will be duly authorized, executed, and delivered by each of Agent and the Banks, and constitutes the valid and binding obligation of each of Agent and the Banks, and that each of Agent and the Banks has the requisite power and authority to perform its obligations under the Credit Agreement.

Except as expressly addressed in this opinion, we are not expressing any opinion as the effect of Agent's or any Bank's compliance or noncompliance with any state, federal or foreign laws or regulations applicable to the transactions because of the nature of the business conducted by Agent or such Bank.

We are members of the Bar of the State of New York. The foregoing opinion is based on and is limited to the law of the State of New York, and the relevant law of the United States of America and of the State of Delaware, and we render no opinion with

respect to the laws of any other jurisdiction.

The opinions expressed herein are solely for your benefit in connection with the above transactions and may not be relied on in any manner or for any purpose by any other person. Copies may not be furnished to any other person without the prior written consent of this firm, except that you may furnish copies thereof: (a) to your independent auditors and attorneys; (b) to any state or federal authority having regulatory jurisdiction over you; (c) pursuant to the order or legal process of any court or governmental agency; (d) in connection with any legal action to which you are a party arising out of the above transactions; and (e) any Bank or any proposed participant in or assignee of any Bank's interest in any Loan or Commitment, any proposed Additional Bank or any successor to Agent.

Very truly yours,