

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

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.
C/O 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)

COPIES TO:
JOHN P. GOURARY, ESQ.
HOWARD, DARBY & LEVIN
1330 AVENUE OF THE AMERICAS
NEW YORK, NEW YORK 10019
TELEPHONE: (212) 841-1000

May 19, 1994
(DATE OF EVENT WHICH REQUIRES
FILING STATEMENT ON SCHEDULE 13D)

CALCULATION OF FILING FEE

TRANSACTION VALUATION*	AMOUNT OF FILING FEE**
\$329,375,377	\$65,975
=====	=====

* Estimated for purposes of calculating the amount of filing fee only. The amount assumes the purchase of 24,858,519 shares of common stock, par value \$0.01 per share (the "Shares"), at a price per Share of \$13.25 in cash. Such number of shares represents all of the Shares outstanding as of May 17, 1994, and assumes the exercise or conversion of all existing options, rights and securities which were then exercisable or convertible into Shares.

** Includes a Schedule 13D filing fee of \$100.

Check box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid: None.
 Form or Registration No.: Not applicable.
 Filing Party: Not applicable.
 Date Filed: Not applicable.

CUSIP No. 001903103

- 1) Name of Reporting Persons: Speedbird Merge, Inc.
S.S. or I.R.S. Identification Nos. of Above Person: pending

- 2) Check the Appropriate Box if a Member of a Group (See Instructions).
[] (a)
[] (b)

- 3) SEC Use Only.

- 4) Sources of Funds (See Instructions). AF, WC, BK

- 5) [] Check if Disclosure of Legal Proceedings is Required pursuant to
Items 2(e) or 2(f).

- 6) Citizenship or Place of Organization.
Delaware

- 7) Aggregate Amount Beneficially Owned by Each Reporting Person.
6,108,803* **

- 8) [] Check if the Aggregate Amount in Row 7 Excludes Certain
Shares.

- 9) Percent of Class Represented by Amount in Row 7.
Approximately 26.0% as of May 17, 1994.* **

- 10) Type of Reporting Person (See Instructions).
CO

- 1) Names of Reporting Persons: Computer Associates International, Inc.
S.S. or I.R.S. Identification Nos. of Above Person: 13-2857434

- 2) Check the Appropriate Box if a Member of a Group (See Instructions).

[] (a)
[] (b)

- 3) SEC Use Only.

- 4) Sources of Funds (See Instructions). AF, WC, BK

- 5) [] Check if Disclosure of Legal Proceedings is Required pursuant to
Items 2(e) or 2(f).

- 6) Citizenship or Place of Organization.
Delaware

- 7) Aggregate Amount Beneficially Owned by Each Reporting Person.
6,108,803* **

- 8) [] Check if the Aggregate Amount in Row 7 Excludes Certain Shares.

- 9) Percent of Class Represented by Amount in Row 7. Approximately 26.0%
as of May 17, 1994.* **

- 10) Type of Reporting Person (See Instructions).
CO

* On May 19, 1994, Speedbird Merge, Inc. (the "Merger Subsidiary"), a wholly owned subsidiary of Computer Associates International, Inc. (the "Buyer"), entered into a Stockholder Option Agreement, dated as of May 18, 1994 (the "Stockholder Option Agreement"), with certain stockholders of the Company (as hereinafter defined), including the Chairman of the Board of Directors of the Company (collectively, the "Principal Stockholders"), pursuant to which the Principal Stockholders each granted the Merger Subsidiary an irrevocable option, subject to certain conditions (the "Option"), to purchase for a price of \$13.25 per share (subject to the adjustments specified therein), or to cause to be tendered pursuant to the tender offer described in this Statement (the "Offer"), all the shares of common stock, par value \$0.01 per share (the "Shares"), of The ASK Group, Inc. (the "Company") owned by them (representing an aggregate of 6,033,803, or approximately 25.7% of the Shares outstanding as of May 17, 1994) (the "Optioned Shares"). The Merger Subsidiary's option to purchase the Optioned Shares is reflected in Rows 7 and 9 of each of the tables above. The Option is exercisable by the Merger Subsidiary at any time or from time to time, from May 19, 1994 until the day which is the earlier of (i) the effective time of the merger of the Merger Subsidiary into the Company pursuant to the Merger Agreement, dated as of May 18, 1994 (the "Merger Agreement"), among the Buyer, the Merger Subsidiary and the Company or (ii) the 30th business day after the termination of the Merger Agreement in accordance with its terms. Pursuant to the Stockholder Option Agreement, each Principal Stockholder has granted a proxy appointing the Merger Subsidiary as such Principal Stockholder's attorney-in-fact and proxy, with full power of substitution, to vote, express consent or dissent or otherwise to utilize such voting power in such manner and upon such matters as the Merger Subsidiary or its proxy or substitute shall, in Merger Subsidiary's sole discretion, deem proper with respect to such Principal Stockholder's Optioned Shares. The Stockholder Option Agreement is described more fully in Section 12 "Purpose of the Offer; Merger Agreement; Appraisal Rights; Stockholder Option Agreement; Financial Advisors" of the Offer to Purchase dated May 25, 1994 (the "Offer to Purchase").

** During the period from March 18, 1994 to April 4, 1994, the Buyer purchased a total of 75,000 Shares in open market purchases for an aggregate purchase price of \$560,000 (or an average purchase price per Share of \$7.47) in cash, excluding commissions. Such purchases are reflected in Rows 7 and 9 of each of the tables above. Such purchases are more fully described in Schedule II of the Offer to Purchase.

This Tender Offer Statement on Schedule 14D-1 also constitutes a Statement on Schedule 13D with respect to the acquisition by the Merger Subsidiary and the Buyer of beneficial ownership of the Optioned Shares. The item numbers and responses thereto below are in accordance with the requirements of Schedule 14D-1.

ITEM 1. SECURITY AND SUBJECT COMPANY.

(a) The name of the subject company is The ASK Group, Inc. a Delaware corporation (the "Company"), and the address of its principal executive offices is 2880 Scott Boulevard, Santa Clara, California 95052.

(b) This Statement on Schedule 14D-1 relates to the offer by the Merger Subsidiary, to purchase all outstanding Shares including the associated Rights (collectively, the "Shares"), of the Company at \$13.25 per Share, net to the seller in cash, upon the terms and subject to the conditions set forth in the Offer to Purchase (the "Offer to Purchase") and in the related Letter of Transmittal, copies of which are attached hereto as Exhibits (a)(1) and (a)(2) (which collectively constitute the "Offer"). The information set forth in the introduction to the Offer to Purchase (the "Introduction") is incorporated herein by reference.

(c) The information set forth in Section 6 "Price Range of Shares; Dividends" of the Offer to Purchase is incorporated herein by reference.

ITEM 2. IDENTITY AND BACKGROUND.

(a)-(d) and (g) This Statement on Schedule 14D-1 is filed by Speedbird Merge, Inc. (the "Merger Subsidiary") and Computer Associates International, Inc. (the "Buyer"), each of which is a Delaware corporation. Merger Subsidiary is a wholly owned subsidiary of the Buyer. Information concerning the principal business and the addresses of the principal offices of the Merger Subsidiary and the Buyer is set forth in Section 9, "Certain Information Concerning the Merger Subsidiary and the Buyer" of the Offer to Purchase, and is incorporated herein by reference. The names, business addresses, present principal occupations or employments, material occupations, positions, offices or employment during the last five years and citizenship of the directors and executive officers of the Merger Subsidiary and the Buyer are set forth in Schedule I to the Offer to Purchase and are incorporated herein by reference.

(e) and (f) None of the Merger Subsidiary, the Buyer or, to the best knowledge of such corporations, any of the persons listed on Schedule I to the Offer of Purchase, has during the last five years (i) been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting activities subject to, federal or state securities laws or finding any violation of such laws.

ITEM 3. PAST CONTACTS, TRANSACTIONS OR NEGOTIATIONS WITH THE SUBJECT COMPANY.

(a) and (b) The information set forth in (i) the Introduction and Section 11 "Background of the Offer; Past Contacts, Transactions or Negotiations with the Company" and Section 12 "Purpose of the Offer; Merger Agreement; Appraisal Rights; Stockholder Option Agreement; Financial Advisors" of the Offer to Purchase, (ii) the Agreement and Plan of Merger, dated as of May 18, 1994 (the "Merger Agreement"), among the Company, the Buyer and the Merger Subsidiary, a copy of which is attached as Exhibit (c)(1) hereto, and (iii) the Stockholder Option Agreement (the "Stockholder Option Agreement"), among the Merger Subsidiary and the stockholders of the Company named therein, a copy of which is attached as Exhibit (c)(2) hereto, respectively, is incorporated herein by reference.

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

(a) and (b) The information set forth in Section 10 "Source and Amount of Funds" of the Offer to Purchase is incorporated herein by reference.

(c) Not applicable.

ITEM 5. PURPOSE OF THE TENDER OFFER AND PLANS OR PROPOSALS OF THE BIDDER.

(a)-(e) The information set forth in the Introduction and Section 12 "Purpose of the Offer; Merger Agreement; Appraisal Rights; Stockholder Option Agreement; Financial Advisors" of the Offer to Purchase is incorporated herein by reference.

(f) and (g) The information set forth in Section 7 "Effect of the Offer on the Market for the Shares; Stock Quotations, Registration Under the Exchange Act" of the Offer to Purchase is incorporated herein by reference.

ITEM 6. INTEREST IN SECURITIES OF THE SUBJECT COMPANY.

(a) and (b) The information set forth in (i) the Introduction, Section 9 "Certain Information Concerning the Merger Subsidiary and the Buyer", Section 11 "Background of the Offer; Past Contacts, Transactions or Negotiations with the Company", Section 12 "Purpose of the Offer; Merger Agreement; Appraisal Rights; Stockholder Option Agreement; Financial Advisor", Schedule I and Schedule II of the Offer to Purchase, (ii) the Merger Agreement, and (iii) the Stockholder Option Agreement, respectively, is incorporated herein by reference.

ITEM 7. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO THE SUBJECT COMPANY'S SECURITIES.

The information set forth in (i) the Introduction, Section 9 "Certain Information Concerning the Merger Subsidiary and the Buyer", Section 11 "Background of the Offer; Past

Contacts, Transactions or Negotiations with the Company", Section 12 "Purpose of the Offer; Merger Agreement; Appraisal Rights; Stockholder Option Agreement; Financial Advisor" and Schedule II of the Offer to Purchase, (ii) the Merger Agreement, and (iii) the Stockholder Option Agreement, respectively, is incorporated herein by reference.

ITEM 8. PERSONS RETAINED, EMPLOYED OR TO BE COMPENSATED.

The information set forth in Section 17 "Fees and Expenses" of the Offer to Purchase is incorporated herein by reference.

ITEM 9. FINANCIAL STATEMENTS OF CERTAIN BIDDERS.

The information set forth in Section 9 "Certain Information Concerning the Merger Subsidiary and Buyer" of the Offer to Purchase, and such information and the consolidated financial statements of the Buyer in Buyer's Annual Report on Form 10-K for the fiscal year ended March 31, 1993 and Quarterly Report on Form 10-Q for the nine months ended December 31, 1993 are incorporated herein by reference.

ITEM 10. ADDITIONAL INFORMATION.

(a) The information set forth in Section 12 "Purpose of the Offer; Merger Agreement; Appraisal Rights; Stockholder Option Agreement; Financial Advisors" of the Offer to Purchase is incorporated herein by reference.

(b) and (c) The information set forth in Section 16 "Certain Legal Matters; Regulatory Approvals" of the Offer to Purchase is incorporated herein by reference.

(d) Not applicable.

(e) None.

(f) The information set forth in (i) the Offer to Purchase, (ii) the Letter of Transmittal, (iii) the Merger Agreement, and (iv) the Stock Option Agreement, respectively, is incorporated herein by reference.

ITEM 11. MATERIAL TO BE FILED AS EXHIBITS.

(a)(1) Offer to Purchase dated May 25, 1994.

(a)(2) Form of Letter of Transmittal (including Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9).

(a)(3) Form of Notice of Guaranteed Delivery.

(a)(4) Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.

- (a)(5) Form of Letter to Clients for use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.
- (a)(6) Text of joint press release issued by the Buyer and the Company dated May 19, 1994.
- (a)(7) Form of summary advertisement dated May 25, 1994.
- (b) Credit Agreement, dated December 9, 1991, among the Buyer and various banks and financial institutions, as banks, and Credit Suisse, as agent (previously filed as an Exhibit to the Buyer's 10-Q for the fiscal quarter ended December 31, 1991 (File No. 0-10180) and incorporated herein by reference), as amended by First Amendment, dated November 13, 1992, and Second Amendment, dated July 30, 1993.
- (c)(1) Agreement and Plan of Merger, dated as of May 18, 1994, among the Company, the Buyer and the Merger Subsidiary.
- (c)(2) Stockholder Option Agreement, dated as of May 18, 1994, among the Merger Subsidiary and the stockholders of the Company named therein.
- (c)(3) Confidentiality Agreement, dated March 2, 1994, between the Buyer and the Company.
- (c)(4) Letter Agreement, dated May 14, 1994, between the Buyer and the Company.
- (d) None.
- (e) Not applicable.
- (f) None.

SIGNATURE

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

Dated: May 25, 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 -----	Page Number -----
(a)(1)	Offer to Purchase dated May 25, 1994.	
(a)(2)	Form of Letter of Transmittal (including Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9).	
(a)(3)	Form of Notice of Guaranteed Delivery.	
(a)(4)	Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.	
(a)(5)	Form of Letter to Clients for use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.	
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(c)(3)	Confidentiality Agreement, dated March 2, 1994, between the Buyer and the Company.	
(c)(4)	Letter Agreement, dated May 14, 1994, between the Buyer and the Company.	
(d)	None.	
(e)	Not applicable.	

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(f) None.

OFFER TO PURCHASE FOR CASH
ALL OUTSTANDING SHARES OF COMMON STOCK
(INCLUDING THE ASSOCIATED RIGHTS DESCRIBED HEREIN)

OF

THE ASK GROUP, INC.

AT

\$13.25 NET PER SHARE
(INCLUDING THE ASSOCIATED RIGHTS DESCRIBED HEREIN)

BY

SPEEDBIRD MERGE, INC.
A WHOLLY OWNED SUBSIDIARY OF

COMPUTER ASSOCIATES INTERNATIONAL, INC.

THE OFFER AND WITHDRAWAL RIGHTS EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME,
ON WEDNESDAY, JUNE 22, 1994, UNLESS THE OFFER IS EXTENDED.

THE OFFER IS CONDITIONED UPON, AMONG OTHER THINGS, THERE BEING VALIDLY
TENDERED BY THE EXPIRATION DATE AND NOT WITHDRAWN A NUMBER OF SHARES OF COMMON
STOCK, PAR VALUE \$0.01 PER SHARE, OF THE ASK GROUP, INC. (THE "COMPANY") WHICH,
TOGETHER WITH THE SHARES THEN OWNED BY SPEEDBIRD MERGE, INC. (THE "MERGER
SUBSIDIARY") AND COMPUTER ASSOCIATES INTERNATIONAL, INC. (THE "BUYER"), WOULD
REPRESENT AT LEAST A MAJORITY OF THE TOTAL NUMBER OF OUTSTANDING SHARES ON A
FULLY DILUTED BASIS.

THE BOARD OF DIRECTORS OF THE COMPANY HAS UNANIMOUSLY DETERMINED THAT THE
OFFER AND THE TRANSACTIONS CONTEMPLATED BY THE MERGER AGREEMENT ARE FAIR TO,
AND IN THE BEST INTERESTS OF, THE STOCKHOLDERS OF THE COMPANY, HAS UNANIMOUSLY
APPROVED THE OFFER AND THE TRANSACTIONS CONTEMPLATED BY THE MERGER AGREEMENT,
AND UNANIMOUSLY RECOMMENDS THAT THE STOCKHOLDERS OF THE COMPANY ACCEPT THE
OFFER AND TENDER THEIR SHARES.

Any stockholder desiring to tender Shares should either (i) complete and
sign the Letter of Transmittal (or a facsimile thereof) in accordance with the
instructions in the Letter of Transmittal and deliver it with the Shares and
all other required documents to the Depositary or (ii) request his broker,
dealer, commercial bank, trust company or other nominee to effect the
transaction for him. A stockholder having Shares registered in the name of a
broker, dealer, commercial bank, trust company or other nominee must contact
such person if he desires to tender such Shares. Any stockholder who desires
to tender Shares and cannot deliver such Shares and all other required
documents to the Depositary by the expiration of the Offer must tender such
Shares pursuant to the guaranteed delivery procedure set forth in Section 3.

Questions and requests for assistance or additional copies of this Offer to
Purchase or the Letter of Transmittal may be directed to the Information Agent
at its addresses and telephone numbers specified on the back cover of this
Offer to Purchase.

THE INFORMATION AGENT FOR THE OFFER IS:

D.F. KING & CO., INC.

May 25, 1994

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To the Holders of Common Stock of
The ASK Group, Inc.:

INTRODUCTION

Speedbird Merge, Inc. (the "Merger Subsidiary"), a Delaware corporation and a wholly owned subsidiary of Computer Associates International, Inc., a Delaware corporation (the "Buyer"), hereby offers to purchase all outstanding shares of Common Stock, \$0.01 par value (including the associated Rights (as defined herein)) (collectively, except where the context otherwise requires, the "Shares") of The ASK Group, Inc., a Delaware corporation (the "Company"), at \$13.25 per Share, net to the seller in cash, upon the terms and subject to the conditions set forth in this Offer to Purchase and in the related Letter of Transmittal (which together constitute the "Offer"). Tendering stockholders of the Company (the stockholders of the Company are referred to herein as the "Stockholders") will not be obligated to pay brokerage fees or commissions or, except as set forth in the Letter of Transmittal, transfer taxes on the purchase of Shares pursuant to the Offer. The Buyer will pay all charges and expenses of Chemical Bank (the "Depositary") and D.F. King & Co., Inc. (the "Information Agent") in connection with the Offer.

THE BOARD OF DIRECTORS OF THE COMPANY HAS UNANIMOUSLY DETERMINED THAT THE OFFER AND THE TRANSACTIONS CONTEMPLATED BY THE MERGER AGREEMENT (AS DEFINED BELOW) ARE FAIR TO, AND IN THE BEST INTERESTS OF, THE STOCKHOLDERS OF THE COMPANY, HAS UNANIMOUSLY APPROVED THE OFFER AND THE TRANSACTIONS CONTEMPLATED BY THE MERGER AGREEMENT, AND UNANIMOUSLY RECOMMENDS THAT THE STOCKHOLDERS OF THE COMPANY ACCEPT THE OFFER AND TENDER THEIR SHARES.

BEAR, STEARNS & CO., INC. ("BEAR STEARNS") HAS DELIVERED TO THE COMPANY ITS WRITTEN OPINION THAT THE CONSIDERATION TO BE PAID IN THE OFFER AND THE MERGER, COLLECTIVELY, IS FAIR TO THE HOLDERS OF THE SHARES FROM A FINANCIAL POINT OF VIEW. SUCH OPINION OF BEAR STEARNS IS SET FORTH IN FULL IN THE COMPANY'S SOLICITATION/RECOMMENDATION STATEMENT ON SCHEDULE 14D-9 (THE "SCHEDULE 14D-9"), WHICH IS BEING MAILED TO STOCKHOLDERS CONTEMPORANEOUSLY HEREWITH.

THE OFFER IS CONDITIONED UPON, AMONG OTHER THINGS, THERE BEING VALIDLY TENDERED BY THE EXPIRATION DATE (AS HEREINAFTER DEFINED) AND NOT WITHDRAWN A NUMBER OF SHARES WHICH, TOGETHER WITH THE SHARES THEN OWNED BY THE BUYER AND THE MERGER SUBSIDIARY, WOULD REPRESENT AT LEAST A MAJORITY OF THE TOTAL NUMBER OF OUTSTANDING SHARES, ASSUMING THE EXERCISE OF ALL OUTSTANDING OPTIONS, RIGHTS AND CONVERTIBLE SECURITIES (IF ANY) AND THE ISSUANCE OF ALL SHARES THAT THE COMPANY IS OBLIGATED TO ISSUE (SUCH TOTAL NUMBER OF OUTSTANDING SHARES BEING HEREINAFTER REFERRED TO AS THE "FULLY DILUTED SHARES") (THE "MINIMUM CONDITION").

The Company has represented to the Buyer that, as of May 17, 1994, there were 23,479,624 Shares issued and outstanding, and 2,923,265 Shares reserved for issuance upon the exercise of stock options outstanding under various employee and director stock option plans. The Company has advised the Buyer that it estimates that, as of May 17, 1994, there were rights to purchase approximately 120,000 Shares pursuant to various employee stock purchase plans. Based upon the foregoing, as of May 17, 1994, there were approximately 26,522,889 Shares outstanding on a fully diluted basis. The Buyer beneficially owns 6,108,803 Shares representing (based upon the foregoing) approximately 23.0% of the Fully Diluted Shares. Of such Shares, the Buyer (i) owns

of record 75,000 Shares and (ii) has the right to direct the tender of 6,033,803 Shares pursuant to an agreement with certain Stockholders of the Company, as more specifically described in Section 12. Accordingly, the Buyer believes that the Minimum Condition would be satisfied (based on the foregoing assumptions) if approximately 7,152,642 Shares (in addition to the Shares referred to in clause (ii) of the immediately preceding sentence) are validly tendered pursuant to the Offer and not withdrawn. To the extent stock options and purchase rights outstanding as of May 17, 1994 are reduced by (i) cancellations upon the consummation of the Offer pursuant to the terms of the Merger Agreement and the Company's 1991 Stock Plan and 1991 United Kingdom Stock Option Plan, (ii) net reductions pursuant to the Company's previously announced option repricing exchange program and (iii) expiration of such options and rights, the approximate number of Shares required to be tendered in order for the Minimum Condition to be satisfied will be reduced by approximately 50.1% of such reduction in the number of Shares issuable pursuant to options and rights. See Section 12.

The Offer is being made pursuant to an Agreement and Plan of Merger dated as of May 18, 1994 (the "Merger Agreement"), among the Company, the Buyer and the Merger Subsidiary, which has been unanimously approved by the Company's Board of Directors. The Merger Agreement provides, among other things, that as soon as practicable after the consummation of the Offer and the satisfaction or waiver of certain conditions, the Merger Subsidiary will be merged into the Company (the "Merger"), with the Company continuing as the surviving corporation (the "Surviving Corporation"). Pursuant to the Merger Agreement, at the effective time of the Merger (the "Effective Time"), each outstanding Share (other than Shares owned, directly or indirectly, by the Buyer or its subsidiaries or held by the Company as treasury stock (which shall be cancelled) or by Stockholders exercising appraisal rights under Delaware Law (as defined below)) will be converted into a right to receive \$13.25 in cash, without interest. If the Minimum Condition is satisfied and the Merger Subsidiary purchases Shares pursuant to the Offer, the Merger Subsidiary will have the power to approve the Merger without the affirmative vote of any other Stockholder. In the event that the Merger Subsidiary owns 90% or more of the Shares, the "short-form" merger provisions of the Delaware General Corporation Law ("Delaware Law") would permit the Merger to occur without a meeting or a vote of the Stockholders. See Section 12.

The Merger Subsidiary and certain of the stockholders of the Company (collectively, the "Principal Stockholders"), have entered into a Stockholder Option Agreement dated as of May 18, 1994 (the "Stockholder Option Agreement"), pursuant to which the Principal Stockholders granted the Merger Subsidiary an irrevocable option (the "Stock Option") to purchase, subject to certain conditions, for a price of \$13.25 per Share, or to cause to be tendered pursuant to the Offer, an aggregate of 6,033,803 outstanding Shares (the "Stockholder Option Shares"). The Stockholder Option Shares represent 100% of all of the outstanding Shares beneficially owned by the Principal Stockholders and, as of May 17, 1994, constituted approximately 25.7% of the outstanding Shares and 22.7% of the Fully Diluted Shares. The Stock Option is exercisable by the Merger Subsidiary at any time or from time to time, from May 19, 1994 until the day (the "Termination Date") which is the earlier of (i) the Effective Time of the Merger or (ii) the 30th business day after the termination of the Merger Agreement in accordance with its terms. Pursuant to the Stockholder Option Agreement, each Principal Stockholder has granted a proxy appointing the Merger Subsidiary as such Principal Stockholder's attorney-in-fact and proxy, with full power of substitution, to vote, express consent or dissent or otherwise to utilize such voting power in such manner and upon such

matters as the Merger Subsidiary or its proxy or substitute shall, in the Merger Subsidiary's sole discretion, deem proper with respect to such Principal Stockholder's Shares. See Section 12.

Pursuant to the Merger Agreement, the Buyer has reserved the ability to elect whether to cash out or assume outstanding stock options under the Company's various option plans if the Merger is consummated. Certain options will accelerate and vest in full upon consummation of the Offer and, depending upon elections made by the Buyer, upon consummation of the Merger. See Section 12.

Upon execution of the Merger Agreement, the Company amended its Rights Agreement, dated as of August 15, 1990, as amended (the "Rights Agreement"), with The First National Bank of Boston, as Rights Agent, to make it and the Rights issued thereunder (the "Rights") inapplicable to the Offer, the Merger and the Stockholder Option Agreement (and the Stock Option). See Section 12.

Upon acceptance for payment by the Merger Subsidiary of such number of Shares which satisfies the Minimum Condition, the Buyer shall be entitled to designate the number of directors, rounded up to the next whole number, on the Company's Board of Directors that equals the product of (i) the total number of directors on the Company's Board of Directors and (ii) the percentage that the number of Shares owned by the Buyer or the Merger Subsidiary (including Shares accepted for payment) bears to the total number of Shares outstanding, and the Company shall take all necessary action to cause the Buyer's designees to be elected or appointed to the Company's Board of Directors. In addition, under the Merger Agreement, until successors are duly elected or appointed and qualified in accordance with applicable law, the directors of the Merger Subsidiary and the officers of the Merger Subsidiary immediately prior to consummation of the Merger will be, respectively, the directors and officers of the Surviving Corporation following the Merger.

THIS OFFER TO PURCHASE AND THE RELATED LETTER OF TRANSMITTAL CONTAIN IMPORTANT INFORMATION WHICH SHOULD BE READ BEFORE ANY DECISION IS MADE WITH RESPECT TO THE OFFER.

1. TERMS OF THE OFFER.

Upon the terms and subject to the conditions set forth in the Offer, the Merger Subsidiary will accept for payment and purchase, at the time and in the manner set forth in Section 2, all Shares that are validly tendered by the Expiration Date and not withdrawn as provided in Section 4. Unless and until certificates representing Rights ("Rights Certificates") are issued, a tender of Shares pursuant to the Offer will constitute a tender of the associated Rights evidenced by the certificates for such Shares. The term "Expiration Date" shall mean 12:00 Midnight, New York City time, on Wednesday, June 22, 1994, unless the Merger Subsidiary shall have extended the period of time for which the Offer is open, in which event the term "Expiration Date" shall mean the latest time and date at which the Offer, as so extended by the Merger Subsidiary, shall expire.

The Offer is subject to certain conditions set forth in Section 15, including satisfaction of the Minimum Condition and expiration or termination of the waiting period applicable to the Merger Subsidiary's acquisition of Shares pursuant to the Offer under the Hart-Scott-Rodino Antitrust

Improvements Act of 1976 (the "HSR Act"). If any such condition is not satisfied, the Merger Subsidiary may (i) terminate the Offer and return all tendered Shares to tendering Stockholders, (ii) extend the Offer and, subject to withdrawal rights as set forth in Section 4, retain all such Shares until the expiration of the Offer as so extended, (iii) waive such condition (except the Minimum Condition) and, subject to any requirement to extend the period of time during which the Offer is open, purchase all Shares validly tendered by the Expiration Date and not withdrawn or (iv) delay acceptance for payment or payment for Shares, subject to applicable law, until satisfaction or waiver of the conditions to the Offer. For a description of the Merger Subsidiary's right to extend the period of time during which the Offer is open and to amend, delay or terminate the Offer, see Section 14.

Pursuant to the terms of the Merger Agreement, the Buyer and the Merger Subsidiary expressly reserve the right to waive any of the conditions to the Offer (other than the Minimum Condition) and to make any change in the terms or conditions of the Offer; provided that, without the written consent of the Company, no change may be made which changes the form of consideration to be paid in the Offer, decreases the price per Share or the number of Shares being sought in the Offer, or which imposes conditions to the Offer in addition to those expressly set forth in the Merger Agreement or which materially adversely (from the holders of the Shares' point of view) changes the conditions expressly set forth in the Merger Agreement.

Any extension, delay in payment, amendment or termination of the Offer will be followed as promptly as practicable by public announcement thereof. Without limiting the manner in which the Merger Subsidiary may choose to make any public announcement, the Merger Subsidiary shall have no obligation (except as otherwise required by applicable law) to publicly advertise or otherwise communicate any such public announcement other than by issuing a release to the Dow Jones News Service.

Subject to the terms of the Merger Agreement, if the Merger Subsidiary makes any material change in the terms of the Offer or the information concerning the Offer, or waives any condition to the Offer that results in a material change to the circumstances of the Offer, the Merger Subsidiary will disseminate additional tender offer materials and extend the Offer to the extent required to comply with Rules 14d-4(c) and 14d-6(d) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). The Securities and Exchange Commission (the "Commission") has interpreted such rules to prescribe that the minimum period during which an offer must remain open following material changes in the terms of the offer or information concerning the offer, other than a change in price or a change in percentage of securities sought, will depend upon the facts and circumstances, including the relative materiality of the terms or information changed. With respect to a change in price or a change in the percentage of securities sought, a minimum period of ten business days period may be required to allow for adequate dissemination to Stockholders and investor response. As used in this Offer to Purchase, "business day" means any day other than a Saturday, Sunday or a federal holiday and shall consist of the time period from 12:01 a.m. through 12:00 midnight, New York City time.

The Company has provided the Merger Subsidiary with the Company's stockholder lists and security position listings for the purpose of disseminating the Offer to holders of Shares. This Offer to Purchase and the related Letter of Transmittal will be mailed to record holders of Shares and will

be furnished to brokers, banks and similar persons whose names, or the names of whose nominees, appear on the stockholder list or, if applicable, who are listed as participants in a clearing agency's security position listing for subsequent transmittal to beneficial owners of Shares.

2. ACCEPTANCE FOR PAYMENT AND PAYMENT.

Upon the terms and subject to the conditions of the Offer, the Merger Subsidiary will accept for payment and pay for all Shares validly tendered by the Expiration Date and not withdrawn as soon as practicable after the Expiration Date. Assuming the prior satisfaction or waiver of the conditions to the Offer, the Buyer shall cause the Merger Subsidiary to accept for payment, in accordance with the terms of the Offer, all Shares tendered pursuant to the Offer as soon as legally permitted after the commencement thereof and to pay for all such Shares as promptly as practicable after acceptance; provided, however, that the Buyer and the Merger Subsidiary may extend the Offer for a period of time of not more than 15 business days to meet the objective (but not the condition) that there shall be validly tendered, in accordance with the terms of the Offer, prior to the Expiration Date of the Offer (as so extended) and not withdrawn a number of Shares, which, together with Shares then owned by the Buyer and the Merger Subsidiary, represents at least 90% of the Fully Diluted Shares. For a description of the Merger Subsidiary's right to terminate the Offer and not accept for payment or pay for Shares or to delay acceptance for payment or payment for Shares, see Section 14.

For purposes of the Offer, the Merger Subsidiary shall be deemed to have accepted for payment tendered Shares when, as and if the Merger Subsidiary gives oral or written notice to the Depositary of its acceptance of the tenders of such Shares. Payment for Shares accepted for payment pursuant to the Offer will be made by deposit of the purchase price with the Depositary, which will act as agent for the tendering Stockholders for the purpose of receiving payments from the Merger Subsidiary and transmitting such payments to tendering Stockholders. In all cases, payment for Shares accepted for payment pursuant to the Offer will be made only after timely receipt by the Depositary of certificates for such Shares (or of a confirmation of a book-entry transfer of such Shares into the Depositary's account at one of the Book-Entry Transfer Facilities (as defined in Section 3)), a properly completed and duly executed Letter of Transmittal (or facsimile thereof) and any other required documents. For a description of the procedure for tendering Shares pursuant to the Offer, see Section 3. Accordingly, payment may be made to tendering Stockholders at different times if delivery of the Shares and other required documents occur at different times. Under no circumstances will interest be paid by the Merger Subsidiary on the consideration paid for Shares pursuant to the Offer, regardless of any delay in making such payment.

If the Merger Subsidiary increases the consideration to be paid for Shares pursuant to the Offer, the Merger Subsidiary will pay such increased consideration for all Shares purchased pursuant to the Offer.

The Merger Subsidiary reserves the right to transfer or assign, in whole or from time to time in part, to one or more of its affiliates the right to purchase Shares tendered pursuant to the Offer, but any such transfer or assignment will not relieve the Merger Subsidiary of its obligations under the Offer or prejudice the rights of tendering Stockholders to receive payment for Shares validly tendered and accepted for payment.

If any tendered Shares are not purchased pursuant to the Offer for any reason, or if certificates are submitted for more Shares than are tendered, certificates for such unpurchased or untendered Shares will be returned (or, in the case of Shares tendered by book-entry transfer, such Shares will be credited to an account maintained at one of the Book-Entry Transfer Facilities), without expense to the tendering Stockholder, as promptly as practicable following the expiration or termination of the Offer.

3. PROCEDURE FOR TENDERING SHARES.

To tender Shares pursuant to the Offer, either (a) a properly completed and duly executed Letter of Transmittal (or facsimile thereof) and any other documents required by the Letter of Transmittal must be received by the Depository at one of its addresses set forth on the back cover of this Offer to Purchase and either (i) certificates for the Shares to be tendered must be received by the Depository at one of such addresses or (ii) such Shares must be delivered pursuant to the procedures for book-entry transfer described below (and a confirmation of such delivery received by the Depository), in each case by the Expiration Date, or (b) the guaranteed delivery procedure described below must be complied with.

The Depository will establish an account with respect to the Shares at The Depository Trust Company, Midwest Securities Trust Company and Philadelphia Depository Trust Company (collectively referred to as the "Book-Entry Transfer Facilities") for purposes of the Offer within two business days after the date of this Offer to Purchase, and any financial institution that is a participant in the system of any Book-Entry Transfer Facility may make delivery of Shares by causing such Book-Entry Transfer Facility to transfer such Shares into the Depository's account in accordance with the procedures of such Book-Entry Transfer Facility. However, although delivery of Shares may be effected through book-entry transfer, the Letter of Transmittal (or facsimile thereof) and any other required documents must, in any case, be received by the Depository at one of its addresses set forth on the back cover of this Offer to Purchase by the Expiration Date, or the guaranteed delivery procedure described below must be complied with. Delivery of the Letter of Transmittal and any other required documents to a Book-Entry Transfer Facility does not constitute delivery to the Depository.

Except as otherwise provided below, all signatures on a Letter of Transmittal must be guaranteed by a bank, broker, dealer, credit union, savings association or other entity that is a member of a recognized Medallion Program approved by The Securities Transfer Association, Inc. (an "Eligible Institution"). Signatures on a Letter of Transmittal need not be guaranteed (a) if the Letter of Transmittal is signed by the registered holder of the Shares tendered therewith and such holder has not completed the box entitled "Special Payment Instructions" on the Letter of Transmittal or (b) if such Shares are tendered for the account of an Eligible Institution. See Instructions 1 and 5 of the Letter of Transmittal.

If a Stockholder desires to tender Shares pursuant to the Offer and cannot deliver such Shares and all other required documents to the Depository by the Expiration Date, such Shares may nevertheless be tendered if all of the following conditions are met:

- (i) such tender is made by or through an Eligible Institution;

(ii) a properly completed and duly executed Notice of Guaranteed Delivery substantially in the form provided by the Merger Subsidiary is received by the Depositary (as provided below) by the Expiration Date; and

(iii) the certificates for all physically delivered Shares (or a confirmation of a book-entry transfer into the Depositary's account at one of the Book-Entry Transfer Facilities of all Shares delivered electronically), as well as a properly completed and duly executed Letter of Transmittal (or facsimile thereof) and any other documents required by the Letter of Transmittal, are received by the Depositary within five trading days on the NASDAQ National Market System after the date of execution of the Notice of Guaranteed Delivery.

The Notice of Guaranteed Delivery may be delivered by hand or transmitted by facsimile transmission or mail to the Depositary and must include a guarantee by an Eligible Institution in the form set forth in such Notice.

THE METHOD OF DELIVERY OF SHARES AND ALL OTHER REQUIRED DOCUMENTS IS AT THE OPTION AND RISK OF THE TENDERING STOCKHOLDER. IF CERTIFICATES FOR SHARES ARE SENT BY MAIL, REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED, IS RECOMMENDED.

Under the federal income tax laws, the Depositary will be required to withhold 31% of the amount of any payments made to certain Stockholders pursuant to the Offer. In order to avoid such backup withholding, each tendering Stockholder must provide the Depositary with such Stockholder's correct taxpayer identification number and certify that such Stockholder is not subject to such backup withholding by completing the Substitute Form W-9 included in the Letter of Transmittal.

By executing a Letter of Transmittal, a tendering Stockholder irrevocably appoints designees of the Merger Subsidiary as such Stockholder's proxies in the manner set forth in the Letter of Transmittal to the full extent of such Stockholder's rights with respect to the Shares tendered by such Stockholder and accepted for payment by the Merger Subsidiary (and any and all other Shares or other securities issued or issuable in respect of such Shares on or after May 17, 1994). All such proxies shall be considered coupled with an interest in the tendered Shares. Such appointment is effective only upon the acceptance for payment of such Shares by the Merger Subsidiary. Upon such acceptance for payment, all prior proxies and consents granted by such Stockholder with respect to such Shares and other securities will, without further action, be revoked, and no subsequent proxies may be given nor subsequent written consents executed by such Stockholder (and, if given or executed, will not be deemed to be effective). Such designees of the Merger Subsidiary will be empowered to exercise all voting and other rights of such Stockholder as they, in their sole discretion, may deem proper at any annual, special or adjourned meeting of the Company's stockholders, by written consent or otherwise. The Merger Subsidiary reserves the right to require that, in order for Shares to be validly tendered, immediately upon the Merger Subsidiary's acceptance for payment of such Shares, the Merger Subsidiary is able to exercise full voting rights with respect to such Shares and other securities (including voting at any meeting of stockholders then scheduled or acting by written consent without a meeting).

The tender of Shares pursuant to any one of the procedures described above will constitute an agreement between the tendering Stockholder and the Merger Subsidiary upon the terms and subject to the conditions of the Offer.

All questions as to the form of documents and the validity, eligibility (including time of receipt) and acceptance for payment of any tender of Shares will be determined by the Merger Subsidiary, in its sole discretion, which determination shall be final and binding. The Merger Subsidiary reserves the absolute right to reject any or all tenders of Shares determined by it not to be in proper form or the acceptance for payment of or payment for which may, in the opinion of the Merger Subsidiary's counsel, be unlawful. The Merger Subsidiary also reserves the absolute right to waive any defect or irregularity in any tender of Shares. None of the Merger Subsidiary, the Buyer, the Depositary, the Information Agent or any other person will be under any duty to give notification of any defect or irregularity in tenders or incur any liability for failure to give any such notification.

4. WITHDRAWAL RIGHTS.

Tenders of Shares made pursuant to the Offer may be withdrawn at any time prior to the Expiration Date. Thereafter, such tenders are irrevocable, except that they may be withdrawn on or after July 25, 1994 unless theretofore accepted for payment as provided in this Offer to Purchase. If the Merger Subsidiary extends the period of time during which the Offer is open, is delayed in accepting for payment or paying for Shares or is unable to accept for payment or pay for Shares pursuant to the Offer for any reason, then, without prejudice to the Merger Subsidiary's rights under the Offer, the Depositary may, on behalf of the Merger Subsidiary, retain all Shares tendered, and such Shares may not be withdrawn except as otherwise provided in this Section 4.

For a withdrawal to be effective, a written or facsimile transmission notice of withdrawal must be timely received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase and must specify the name of the person who tendered the Shares to be withdrawn and the number of Shares to be withdrawn. If the Shares to be withdrawn have been delivered to the Depositary, a signed notice of withdrawal with (except in the case of Shares tendered by an Eligible Institution) signatures guaranteed by an Eligible Institution must be submitted prior to the release of such Shares. In addition, such notice must specify, in the case of Shares tendered by delivery of certificates, the name of the registered holder (if different from that of the tendering Stockholder) and the serial numbers shown on the particular certificates evidencing the Shares to be withdrawn or, in the case of Shares tendered by book-entry transfer, the name and number of the account at one of the Book-Entry Transfer Facilities to be credited with the withdrawn Shares. Withdrawals may not be rescinded, and Shares withdrawn will thereafter be deemed not validly tendered for purposes of the Offer. However, withdrawn Shares may be retendered by again following one of the procedures described in Section 3 at any time prior to the Expiration Date.

All questions as to the form and validity (including time of receipt) of any notice of withdrawal will be determined by the Merger Subsidiary, in its sole discretion, which determination shall be final and binding. None of the Merger Subsidiary, the Buyer, the Depositary, the Information Agent or any other person will be under any duty to give notification of any defect or irregularity in any notice of withdrawal or incur any liability for failure to give any such notification.

5. CERTAIN TAX CONSEQUENCES.

This summary sets forth material anticipated federal income tax consequences to Stockholders of their disposition of Shares pursuant to the Offer and the Merger. The summary is based on the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), the Treasury regulations promulgated thereunder, and administrative and judicial interpretations thereof, all as in effect as of the date hereof. Such laws or interpretations may differ on the date of the consummation of the Offer or at the Effective Time, and relevant facts may also differ. The summary does not address any foreign, state or local tax consequences, nor does it address estate or gift tax considerations. Neither the consummation of the Offer nor the effectiveness of the Merger is conditioned upon the receipt of any ruling from the Internal Revenue Service or any opinion of counsel as to tax matters.

This summary is for general information only. The tax treatment of each Stockholder will depend in part upon his particular situation. Special tax consequences not described below may be applicable to particular classes of taxpayers, including financial institutions, pension funds, mutual funds, broker-dealers, persons who are not citizens or residents of the United States or who are foreign corporations, foreign partnerships or foreign estates or trusts, Stockholders who own actually or constructively (under certain attribution rules contained in the Code) 5% or more of the Shares, Stockholders who acquired their Shares through the exercise of an employee stock option or otherwise as compensation, and persons who receive payments in respect of options to acquire Shares. ALL STOCKHOLDERS SHOULD CONSULT WITH THEIR OWN TAX ADVISERS AS TO THE PARTICULAR TAX CONSEQUENCES OF THE OFFER AND THE MERGER TO THEM, INCLUDING THE APPLICABILITY AND EFFECT OF ANY STATE, LOCAL AND FOREIGN TAX LAWS.

Sales of Shares by Stockholders pursuant to the Offer (or the Merger) will be taxable transactions for federal income tax purposes and may also be taxable transactions under applicable state, local, foreign and other tax laws.

In general, a Stockholder will recognize gain or loss equal to the difference between the tax basis of his Shares and the amount of cash received in exchange for the Shares. Such gain or loss will be capital gain or loss if the Shares are capital assets in the hands of the Stockholder and will be long-term gain or loss if the holding period for the Shares is more than 12 months as of the date of the sale of such Shares.

6. PRICE RANGE OF SHARES; DIVIDENDS.

The Shares are traded in the over-the-counter market and are quoted on the National Association of Securities Dealers Automated Quotation System ("NASDAQ") National Market System. The following table sets forth for the periods indicated the high and low last reported sales prices per Share as reported by the NASDAQ National Market System and the Dow Jones News Retrieval Service.

		High ---	Low ---
Fiscal 1992:	Fourth quarter ended June 30, 1992	\$16.13	\$ 9.88
Fiscal 1993:	First quarter ended September 30, 1992	\$17.25	\$ 9.75
	Second quarter ended December 31, 1992	\$24.38	\$11.00
	Third quarter ended March 31, 1993	\$28.13	\$18.75
	Fourth quarter ended June 30, 1993	\$19.13	\$10.00
Fiscal 1994:	First quarter ended September 30, 1993	\$13.13	\$ 9.50
	Second quarter ended December 31, 1993	\$15.75	\$11.63
	Third quarter ended March 31, 1994	\$13.13	\$ 6.75
	Fourth quarter (through May 24, 1994)	\$13.13	\$ 7.25

On May 18, 1994, the last day of trading prior to the issuance by the Company and the Buyer of a joint press release announcing the execution of the Merger Agreement, the reported closing sales price per Share on the NASDAQ National Market System was \$9.00. On May 24, 1994, the last day of trading prior to the commencement of the Offer, the reported closing sales price per Share on the NASDAQ National Market System was \$12.94. STOCKHOLDERS ARE URGED TO OBTAIN CURRENT MARKET QUOTATIONS FOR THE SHARES.

As reported by the Company, the Company has not paid any dividends on its Common Stock for the periods presented above. As of May 18, 1994, there were approximately 1,044 holders of record of outstanding Shares.

7. EFFECT OF THE OFFER ON THE MARKET FOR THE SHARES; STOCK QUOTATIONS; REGISTRATION UNDER THE EXCHANGE ACT.

The purchase of Shares pursuant to the Offer will reduce the number of Shares that might otherwise trade publicly and may reduce the number of holders of Shares, which could adversely affect the liquidity and market value of the remaining Shares held by Stockholders other than the Buyer or the Merger Subsidiary. The Buyer cannot predict whether the reduction in the number of Shares that might otherwise trade publicly would have an adverse or beneficial effect on the market price for or marketability of the Shares or whether it would cause future market prices to be greater or less than the Offer price.

Depending upon the number of Shares purchased pursuant to the Offer, the Shares may no longer meet the standards for continued inclusion in the NASDAQ National Market System. If, as a result of the purchase of Shares pursuant to the Offer, the Shares no longer meet the standards for continued inclusion in the NASDAQ National Market System, the market for the Shares could be adversely affected.

The extent of the public market for the Shares and availability of quotations therefor would, however, depend upon such factors as the number of holders and/or the aggregate market value of the publicly-held Shares at such time, the interest in maintaining a market in the Shares on the part of securities firms, the possible termination of registration of the Shares under the Exchange Act and other factors.

The Shares are currently "margin securities" under the regulations of the Board of Governors of the Federal Reserve System (the "Federal Reserve Board"), which has the effect, among other things, of allowing brokers to extend credit on the collateral of such Shares. Depending upon factors similar to those described above regarding listing and market quotations, the Shares might no longer constitute "margin securities" for the purposes of the Federal Reserve Board's margin regulations and, therefore, could no longer be used as collateral for loans made by brokers.

The Shares are currently registered under the Exchange Act. Such registration may be terminated upon application of the Company to the Commission if the Shares are not listed on a national securities exchange and there are less than 300 holders of record. Termination of the registration of the Shares under the Exchange Act would substantially reduce the information required to be furnished by the Company to holders of Shares and to the Commission and would make certain of the provisions of the Exchange Act, such as the short-swing profit recovery provisions of Section 16(b), the requirement of furnishing a proxy or information statement in connection with stockholder action and the related requirement of an annual report to stockholders and the requirements of Rule 13e-3 under the Exchange Act with respect to "going private" transactions, no longer applicable to the Shares. Furthermore, "affiliates" of the Company and persons holding "restricted securities" of the Company may be deprived of the ability to dispose of such securities pursuant to Rule 144 or 144A promulgated under the Securities Act of 1933, as amended. If registration of the Shares under the Exchange Act were terminated, the Shares would no longer be "margin securities" or eligible for NASDAQ reporting. The Merger Subsidiary intends to seek to cause the Company to terminate registration of the Shares under the Exchange Act as soon after consummation of the Offer as the requirements for termination of registration of the Shares are met.

8. CERTAIN INFORMATION CONCERNING THE COMPANY.

The Company is a Delaware corporation with its principal executive offices located at 2880 Scott Boulevard, Santa Clara, California 95052.

According to the Company's Annual Report on Form 10-K for its fiscal year ended June 30, 1993 (the "Company 10-K"), the Company is engaged in developing, marketing and selling computer-based relational database management systems, data access and connectivity products, manufacturing and financial software applications and application development tools and providing related consulting and support services.

The following selected consolidated financial data relating to the Company and its subsidiaries has been taken or derived from the audited financial statements contained in the Company 10-K and the unaudited financial statements contained in the Company's Quarterly Report on Form 10-Q for the nine months ended March 31, 1994 (the "Company 10-Q"). More comprehensive financial

information is included in the Company 10-K and the Company 10-Q and the other documents filed by the Company with the Commission, and the financial data set forth below is qualified in its entirety by reference to such reports and other documents including the financial statements (and any related notes) contained therein. Such reports and other documents may be examined and copies may be obtained from the offices of the Commission in the manner set forth below.

THE ASK GROUP, INC.

SELECTED CONSOLIDATED FINANCIAL DATA
(In thousands, except per share data)

INCOME STATEMENT DATA	FISCAL YEAR ENDED JUNE 30,			NINE MONTHS ENDED MARCH 31,	
	1993	1992	1991	1994	1993
	----	----	----	----	----
				(Unaudited)	
Net revenue	\$ 426,213	\$ 432,424	\$ 339,801	\$271,218	\$297,759
Total costs and expenses	422,800	476,457	331,974	355,797	305,467
Income (loss) from operations	3,413	(44,033)	7,827	(84,579)	(7,708)
Net income (loss)	149	(47,728)	93	(89,309)	(4,625)
Income (loss) per share	0.01	(2.37)	0.01	(3.87)	(0.21)
BALANCE SHEET DATA	JUNE 30,		MARCH 31, 1994		
	1993	1992	(Unaudited)		
	----	----			
Working capital	\$ 33,826	\$ 30,540	\$(48,722)		
Total assets	315,771	337,814	286,671		
Total long-term debt and obligations	17,477	37,483	-		
Stockholders' equity	148,535	132,304	62,797		

The information concerning the Company contained herein has been taken from or is based upon reports and other documents on file with the Commission or otherwise publicly available. Although the Buyer and the Merger Subsidiary do not have any knowledge that would indicate that any statements contained herein based upon such reports and documents are untrue, the Buyer and the Merger Subsidiary do not take any responsibility for the accuracy or completeness of the

information contained in such reports and other documents or for any failure by the Company to disclose events that may have occurred and may affect the significance or accuracy of any such information but that are unknown to the Buyer or the Merger Subsidiary.

The Company is subject to the informational requirements of the Exchange Act and in accordance therewith files periodic reports, proxy statements and other information with the Commission relating to its business, financial condition and other matters. The Company is required to disclose in such proxy statements certain information, as of particular dates, concerning the Company's directors and officers, their remuneration, stock options granted to them, the principal holders of the Company's securities and any material interest of such persons in transactions with the Company. Such reports, proxy statements and other information may be inspected at the public reference facilities maintained by the Commission at Judiciary Plaza, 450 Fifth Street, N.W., Washington, D.C. 20549 and should also be available for inspection and copying at the regional offices of the Commission in New York (Seven World Trade Center, New York, New York 10048) and Chicago (Northwestern Atrium Center, 500 West Madison Street (Suite 1400), Chicago, Illinois 60661). Copies of such material can also be obtained from the Public Reference Section of the Commission in Washington, D.C. 20549, at prescribed rates.

9. CERTAIN INFORMATION CONCERNING THE MERGER SUBSIDIARY AND THE BUYER.

The Merger Subsidiary, a Delaware corporation and a wholly owned subsidiary of the Buyer, was organized to acquire the Company and has not conducted any unrelated activities since its organization on May 16, 1994.

The Buyer, a Delaware corporation, is engaged in the design, development, marketing and support of standardized computer software products for use with a broad range of mainframe, midrange and desktop computers from many different hardware manufacturers. Its products include systems software, applications and graphics software, and database management software.

The principal executive offices of the Buyer and the Merger Subsidiary are located at One Computer Associates Plaza, Islandia, New York 11788. The name, business address, principal occupation or employment and citizenship of each director and executive officer of the Merger Subsidiary and the Buyer are set forth in Schedule I hereto.

The following selected consolidated financial data relating to the Buyer and its subsidiaries has been taken or derived from the audited financial statements contained in the Buyer's Annual Report on Form 10-K for the year ended March 31, 1993, and the unaudited financial statements contained in the Buyer's Quarterly Report on Form 10-Q for the nine months ended December 31, 1993. The information set forth below gives effect to the acquisitions of Pansophic Systems, Incorporated and On-Line Software International, Inc. in fiscal 1992 and Cullinet Software, Inc. in fiscal 1990. More comprehensive financial information is included in such Annual Report and Quarterly Report and the other documents filed by the Buyer with the Commission, and the financial data set forth below is qualified in its entirety by reference to such reports and other documents including the financial statements (and any related notes) contained therein. Such reports and other documents may be examined and copies may be obtained from the offices of the Commission in the same manner as set forth with respect to the Company in Section 8.

COMPUTER ASSOCIATES INTERNATIONAL, INC.

SELECTED CONSOLIDATED FINANCIAL DATA
(In thousands, except per Share data)

INCOME STATEMENT DATA	FISCAL YEAR ENDED MARCH 31,			NINE MONTHS ENDED DECEMBER 31,	
	1993	1992	1991	1993	1992
	(Unaudited)				
Total revenue	\$1,841,008	\$1,508,761	\$1,300,558	\$1,514,730	\$1,300,947
Income before income taxes	383,663	267,066	213,559	378,980	228,357
Net Income	245,544	162,909	130,255	242,475	146,442
Net Income per common share	1.44	.92	.70	1.41	.86
Dividends declared per common share	.10	.10	.10	.07	.05

BALANCE SHEET DATA	MARCH 31,		December 31,
	1993	1992	1993
	(Unaudited)		
Working capital	\$ 340,694	\$ 311,058	\$ 341,370
Total assets	2,348,819	2,168,862	2,361,370
Long-term debt (less current maturities)	166,714	40,804	82,104
Stockholders' equity	1,054,530	988,339	1,136,397

The Buyer is subject to the informational requirements of the Exchange Act and in accordance therewith files periodic reports, proxy statements and other information with the Commission relating to its business, financial condition and other matters. The Buyer is required to disclose in such proxy statements certain information, as of particular dates, concerning its directors and officers, their remuneration, stock options granted to them, the principal holders of its securities and any material interests of such persons in transactions with the Buyer. Such reports, proxy statements and other information should be available for inspection and copying at the offices of the Commission in the same manner as set forth with respect to the Company in Section 8.

Except as described in this Offer to Purchase, neither the Buyer, the Merger Subsidiary nor, to their knowledge, any of the persons listed in Schedule I hereto or any associate or majority owned subsidiary of any of the foregoing, beneficially owns or has the right to acquire any equity securities of the Company, nor has the Buyer, the Merger Subsidiary or, to their knowledge, any of the persons or entities referred to above or any of the respective executive officers, directors or subsidiaries of any of the foregoing, effected any transaction in the equity securities of the Company during the past 60 days.

Except as described in this Offer to Purchase, neither the Buyer, the Merger Subsidiary nor, to their knowledge, any of the persons listed in Schedule I hereto, has any contract, arrangement, understanding or relationship with any other person with respect to any securities of the Company, including, but not limited to, any contract, arrangement, understanding or relationship concerning the transfer or the voting of any securities of the Company, joint ventures, loan or option arrangements, puts or calls, guaranties of loans, guaranties against loss or the giving or withholding of proxies.

Except as described in this Offer to Purchase, there have been no contracts, negotiations or transactions between the Buyer, the Merger Subsidiary or any other subsidiary of the Buyer or, to their knowledge, any of the persons listed in Schedule I hereto, on the one hand, and the Company or its affiliates, on the other hand, concerning a merger, consolidation or acquisition, a tender offer or other acquisition of securities, an election of directors, or a sale or other transfer of a material amount of assets.

Except described in this Offer to Purchase, none of the Buyer, the Merger Subsidiary, any other subsidiary of the Buyer, or, to their knowledge, any of the persons listed in Schedule I hereto, has had any business relationship or transaction with the Company or any of its executive officers, directors or affiliates that would require disclosure pursuant to the rules and regulations of the Commission.

10. SOURCE AND AMOUNT OF FUNDS.

The total amount of funds required by the Merger Subsidiary to purchase Shares pursuant to the Offer and to pay related fees and expenses is estimated to be approximately \$330 million. The Merger Subsidiary plans to obtain all funds needed for the Offer and the Merger from the Buyer by means of a capital contribution, loan or a combination thereof. The Buyer will obtain such funds (i) from its general corporate funds and (ii) by borrowing under its Credit Agreement dated as of December 9, 1991 between the Buyer, as Borrower, the banks and other financial institutions party thereto, as Banks (the "Banks"), and Credit Suisse, as Agent, as amended (the "Credit Agreement"). As of May 17, 1994, the Buyer had approximately \$337 million in cash, cash equivalents and marketable securities. The Credit Agreement provides for borrowings by the Buyer of up to an aggregate of \$100 million of Tranche A Loans and up to an aggregate of \$150 million of Tranche B Loans, in each case on an unsecured basis and at interest rates (at the Buyer's option) of (i) the relevant London interbank offered rate plus 3/8%, (ii) the relevant term federal funds rate plus 1/2%, or (iii) the higher of (x) the relevant Credit Suisse base lending rate and (y) the relevant overnight federal funds rate plus 1/2%. Such Loans are repayable (with a right to reborrow) on the last day of each interest period applicable thereto, with full and final repayment due on July 29, 1994 (in the

case of any Tranche A Loan) or July 29, 1995 (in the case of any Tranche B Loan) (unless extended pursuant to annual evergreen provisions by mutual agreement between the Buyer and the Banks). The Credit Agreement includes customary covenants by the Buyer, including consolidated net worth and leverage ratio covenants.

11. BACKGROUND OF THE OFFER; PAST CONTACTS, TRANSACTIONS OR NEGOTIATIONS WITH THE COMPANY.

In late January 1994, Mr. John Dexheimer of Unterberg Harris, as financial advisor to the Company, contacted representatives of the Buyer to inquire whether the Buyer would have an interest in a business combination transaction with the Company. Shortly thereafter, Mr. Sanjay Kumar, President of the Buyer, expressed an interest in receiving information about the Company. In a meeting with Mr. Dexheimer on March 2, Mr. Kumar signed a confidentiality agreement with the Company (the provisions of which have been superseded and replaced by the provisions of the Merger Agreement) and discussed generally collecting information and scheduling due diligence meetings with the Company. In early March, Mr. Dexheimer scheduled due diligence meetings but shortly afterwards advised Mr. Kumar that the Company desired to delay the due diligence meetings. Following further scheduling discussions on March 14 and 15, Mr. Dexheimer, together with Mr. Larry Sonsini of Wilson, Sonsini, Goodrich & Rosati, P.C., counsel to the Company, advised Mr. Kumar that the Company was not in a position at that time to commence due diligence meetings or discussions about a possible business combination transaction with the Buyer.

On or about April 12, Mr. Sonsini called Mr. Kumar to determine if the Buyer remained interested in commencing a due diligence process and holding discussions about a possible business combination transaction. Mr. Kumar expressed interest in commencing the process and recommended that it be done on an expedited basis. Shortly thereafter, Mr. Michael Urfirer of Bear, Stearns & Co., Inc., as financial advisor to the Company, also contacted Mr. Kumar. Mr. Kumar held several conversations with Mr. Urfirer during the rest of April, principally concerning the provision of information about the Company. In early May, the Buyer sent representatives to the offices of the Company to commence a limited due diligence investigation.

The Board Of Directors of the Buyer met on May 12 to discuss a possible acquisition of the Company for cash and preliminarily approved a price range for the Company's common stock. On that day, Mr. Kumar held discussions by telephone conference first with Mr. Urfirer, and then with Dr. Eric Carlson and Mr. Gary Filler, President and Executive Vice President, respectively, of the Company, to discuss the Buyer's indication of interest for an acquisition of the Company at a price in the approved range. Mr. Kumar indicated that the Buyer's interest was still conditioned on the satisfactory completion of its due diligence review of the Company and its business and on the negotiation of a definitive Merger Agreement and Stockholder Option Agreement satisfactory in all respects to the Buyer. Representatives of the Company indicated that they would discuss the Buyer's indication of interest with the Company's Board of Directors.

Representatives of the Buyer and the Company (including their respective legal advisors) met beginning on May 14 at the offices of the Company's counsel in Palo Alto to complete the Buyer's due diligence review and to negotiate the terms of the Merger Agreement and the Stockholder Option Agreement. On May 14, the Company and the Buyer entered into an agreement under which the Company agreed not to discuss with third parties a business combination transaction relating to the

Company, with certain exceptions. Mr. Kumar participated in the continuing negotiations by telephone from time to time during the period from May 14 to early in the morning of May 19.

On May 18, the Buyer's Board of Directors unanimously approved the acquisition of the Company at a price in a range of \$13.00 to \$13.50 per Share and the other principal terms of the Merger Agreement and the Stockholder Option Agreement, subject to Mr. Kumar's and other authorized officers' satisfaction with the resolution of a few remaining issues. Mr. Kumar subsequently communicated to the Company that subject to resolution of the remaining issues, the Buyer would be willing to pay \$13.25 per Share for all of the outstanding Shares of the Company. After the close of trading on the New York Stock Exchange, the Company advised the Buyer that its Board of Directors had unanimously approved a cash tender offer by the Buyer for \$13.25 per Share and the other terms of the Merger Agreement and the Stockholder Option Agreement, subject to authorized officers' satisfaction with the resolution of certain remaining issues. The negotiations continued over the remaining issues into the early morning of May 19, after which time the Merger Agreement and the Stockholder Option Agreement were executed and the transaction publicly announced before the open of trading on the New York Stock Exchange on May 19.

12. PURPOSE OF THE OFFER; MERGER AGREEMENT; APPRAISAL RIGHTS; STOCKHOLDER OPTION AGREEMENT; FINANCIAL ADVISORS.

The purpose of the Offer is to acquire control of, and the entire equity interest in, the Company. Following the Offer, the Buyer and the Merger Subsidiary intend to acquire any remaining equity interest in the Company not acquired in the Offer by consummating the Merger.

The Merger Agreement. The following description of the Merger Agreement is qualified in its entirety by reference to the text of such agreement, a copy of which is attached as an exhibit to the Merger Subsidiary's and Buyer's Schedule 14D-1 and 13D with respect to the transaction contemplated hereby filed with the Commission pursuant to the Exchange Act.

The Offer. The Merger Agreement provides for the making of the Offer. The obligation of the Merger Subsidiary to accept for payment or pay for Shares is subject to the satisfaction of the Minimum Condition and certain other conditions that are described in Section 15 hereof. Pursuant to the terms of the Merger Agreement, the Buyer and the Merger Subsidiary expressly reserve the right to waive any of the conditions to the Offer (other than the Minimum Condition) and to make any change in the terms or conditions of the Offer; provided that, without the written consent of the Company, no change may be made which changes the form of consideration to be paid in the Offer, decreases the price per Share or the number of Shares being sought in the Offer, or which imposes conditions to the Offer in addition to those expressly set forth in the Merger Agreement or which materially adversely (from the holders of the Shares' point of view) changes the conditions expressly set forth in the Merger Agreement.

Consideration to be Paid in the Merger. The Merger Agreement provides that, following the purchase of Shares pursuant to the Offer and upon the terms (but subject to the conditions) set forth in the Merger Agreement, the Merger Subsidiary will be merged with and into the Company (the "Merger"). In the Merger, each outstanding Share not held, directly or indirectly, by the Buyer, the Merger Subsidiary or any of their respective subsidiaries or by the Company as treasury stock

(other than Shares as to which appraisal rights have been exercised pursuant to Section 262 of the Delaware Law ("Dissenting Shares")) will be converted into the right to receive \$13.25 in cash. Each share of common stock of the Merger Subsidiary issued and outstanding immediately prior to the time of the Merger will be converted into and become one share of common stock of the Surviving Corporation, which will thereupon become a wholly owned subsidiary of the Buyer. The Merger Agreement provides that the Merger will be consummated as soon as practicable after the satisfaction or waiver of the conditions to the Merger and shall become effective upon filing of a certificate of merger with the Secretary of State of Delaware or at such later time specified in the certificate (the "Effective Time").

Board Representation. The Merger Agreement provides that, effective upon the acceptance for payment by the Merger Subsidiary pursuant to the Offer of Shares in an amount not less than the Minimum Condition, the Buyer shall be entitled to designate the number of directors, rounded up to the nearest whole number, on the Company's Board of Directors, as will make the percentage of the Company's directors designated by the Buyer equal to the percentage of outstanding Shares then owned (or accepted for payment) by the Buyer and the Merger Subsidiary. The Company has agreed that it will take all necessary and appropriate action in accordance with applicable law and its Certificate of Incorporation and By-Laws to cause the Buyer's designees to be elected or appointed to the Company's Board of Directors, including increasing the number of directors and seeking and accepting resignations of incumbent directors. Following the appointment of the Buyer's designees to the Board, until the Effective Time, any amendment or termination of the Merger Agreement, extension for the performance or waiver of the obligations or other acts of the Buyer or the Merger Subsidiary or waiver of the Company's rights under the Merger Agreement shall require the approval of a majority of the directors who are neither designees of the Buyer nor employees of the Company.

The Merger Agreement provides that the directors and officers of the Merger Subsidiary immediately prior to the Effective Time will be the initial directors and officers of the Surviving Corporation, each to hold office until his or her respective successors are duly elected and qualified. As provided in the Merger Agreement, the Certificate of Incorporation of the Merger Subsidiary (except for a change in the name of the corporation) and the By-Laws of the Merger Subsidiary, as in effect immediately prior to the Effective Time, will be the Certificate of Incorporation and By-Laws of the Surviving Corporation.

Stockholder Meeting. The Merger Agreement provides that, if required by applicable law, the Company will call a meeting of its Stockholders to be held as soon as reasonably practicable after the consummation of the Offer for the purpose of obtaining any stockholder approvals required in connection with the transactions contemplated by the Merger Agreement. Under the Merger Agreement, at any such meeting the Buyer and the Merger Subsidiary will vote all Shares acquired or beneficially owned by them in favor of approval of the Merger Agreement and the Merger.

If the Minimum Condition is satisfied pursuant to the Offer, the Merger Subsidiary will hold at least a majority of the outstanding Shares on a Fully Diluted Basis and will be able to assure that the requisite number of affirmative votes in favor of approval of the Merger Agreement will be received, even if no other Stockholder votes in favor thereof. If the Merger Subsidiary obtains at least 90% of the outstanding Shares, it may effect the Merger without any notice to and without the

authorization of the Stockholders of the Company pursuant to the "short-form" merger provisions of Delaware Law.

Representations and Warranties. The Merger Agreement contains various representations and warranties of the parties thereto. These include representations and warranties by the Company with respect to corporate existence and power, corporate authorization, governmental authorization, non-contravention, capitalization, subsidiaries, Commission filings, financial statements, absence of certain changes, material liabilities, litigation, taxes, employee benefits, compliance with laws, finders' fees, environmental matters, material contracts, intellectual property, insurance coverage and other matters.

The Buyer and the Merger Subsidiary have also made certain representations and warranties with respect to corporate existence and power, corporate authorization, governmental authorization, non-contravention, finders' fees, financing and other matters.

Conduct of Business Pending the Merger. The Company has agreed that during the period from the date of the Merger Agreement to the Effective Time, except as otherwise provided in the Merger Agreement or consented to by the Buyer (which consent shall not be unreasonably withheld), that the Company and its subsidiaries will conduct their business in the ordinary course consistent with past practice and shall use their best efforts to preserve intact their business organizations and maintain satisfactory relationships with third parties with whom they have business relationships. The Company has further agreed that, until the Effective Time, without the prior approval (which approval shall not be unreasonably withheld) of the Buyer, neither it nor any of its subsidiaries will, among other things: (i) except as expressly contemplated by the Merger Agreement, amend or otherwise change its charter or by-laws or the Rights Agreement, (ii) enter into any material commitment or transaction (including, but not limited to, any material borrowing, capital expenditure or sale of assets), other than in the ordinary course of business, (iii) grant any increase in the compensation payable or to become payable by the Company or any of its subsidiaries to any of their officers or employees or any increase in any bonus, insurance, pension or other employee benefit plan, payment or arrangement (including, but not limited to, the granting of stock options, stock appreciation rights or restricted stock awards) made to, for or with such officers or employees, (iv) enter into any employment agreement or, except in accordance with the Company's existing written policy, grant any severance or termination pay with or to any officer, director or employee of the Company or any of its subsidiaries, (v) except as expressly contemplated by the Merger Agreement, amend any of its stock option or stock purchase plans, including any options or rights thereunder, (vi) enter into any foreign currency trading transactions, other than in the ordinary course of business consistent with past practices and not, in the aggregate, in excess of \$500,000, (vii) enter into any customer sale or license agreements with non-standard terms or at discounts from list prices in excess of 20%, (viii) pay commissions to sales employees except on the basis of executed customer contracts with respect to products actually delivered to customers, (ix) enter into any contracts or series of related contracts involving amounts in excess of \$50,000 for any transaction or \$150,000 for any series of transactions, (x) enter into any customer agreements providing for product replacements, or (xi) (A) take any action, or agree or commit to take any action that would make any representation and warranty of the Company under the Merger Agreement inaccurate in any respect at, or as of any time prior to, the Effective Time or (B) omit or agree or commit to omit to

take any action necessary to prevent any such representation or warrant from being inaccurate in any respect at any such time.

The Company has agreed to give the Buyer and its representatives full access to the offices, properties, books and records, of the Company and its subsidiaries, and to furnish the Buyer with other information concerning its business, properties and personnel as the Buyer may reasonably request.

Subject to the terms and conditions of the Merger Agreement, each of the Buyer, the Merger Subsidiary and the Company has agreed to use its reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate the transactions contemplated by the Merger Agreement.

Agreements with respect to Employee Matters. The Company has agreed under the Merger Agreement to terminate its 1992 Overseas Employee Stock Purchase Plan and its 1993 Employee Stock Purchase Plan and to amend its 401(k) plan prior to the Effective Time to permit employer matching contributions thereunder to be made in cash. The Buyer intends to make its 401(k) plan available after the Effective Time to employees of the Company.

Under the Merger Agreement, the Buyer has reserved the ability to elect whether to cash out or assume outstanding stock options under the Company's various option plans if the Merger is consummated. Options under the Company's 1991 Stock Plan (including options issued in the Company's previously announced option repricing exchange program, but excluding options under the Company's 1991 United Kingdom Stock Option Plan) will accelerate and vest in full immediately upon consummation of the Offer and, unless otherwise directed by the Buyer, will be cancelled in exchange for a per Share cash payment equal to the excess, if any, of the Merger consideration over the applicable option exercise price. Options under other plans, and 1991 Stock Plan options not so cancelled, will remain outstanding after consummation of the Offer and prior to the Merger.

In the event the Merger proceeds, the Buyer may choose one or more of the following treatments of the Company's stock options: (i) follow applicable plan procedures for terminating the options after a 15-day or 30-day exercise period (including, except in the case of the 1991 United Kingdom Stock Option Plan, accelerated vesting); (ii) assume options (other than under the 1991 United Kingdom Stock Option Plan) by agreeing to pay the per Share Merger consideration in cash with respect to the full amount of option shares (whether or not previously vested) in lieu of issuing Shares; or (iii) assume options by converting them into options to buy an equivalent amount of common stock of Buyer, based on the average closing price of Buyer common stock for the five trading days preceding the Effective Time. In the event the options are converted into options for Buyer common stock, Buyer will use reasonable efforts to register with the Commission the Buyer common stock to be issued upon exercise of the new options and shall maintain the effectiveness of such registration statements until exercise or termination of all Buyer options.

Notwithstanding the foregoing, options for 625,000 Shares owned by certain officers and directors of the Company will be amended to provide for their cancellation for a 1995 cash payment in order to avoid liability under Section 16(b) of the Exchange Act. The cash payment would be equal to the excess, if any, of the Merger consideration over the applicable option exercise price.

Other Offers. Pursuant to the Merger Agreement, the Company has agreed that the Company and its subsidiaries and the officers, directors, employees or other agents of the Company and its subsidiaries will not, directly or indirectly, (i) take any action to solicit, initiate or encourage any Acquisition Proposal (as defined below) or (ii) subject to the fiduciary duties of the Board of Directors under applicable law upon the advice of counsel to the Company, and in response to an unsolicited request therefor by a person who a majority of the Company's Board of Directors believes intends to submit a Superior Acquisition Proposal (as defined below), engage in negotiations with, or disclose any nonpublic information relating to the Company or any of its subsidiaries or afford access to the properties, books or records of the Company or any of its subsidiaries to, any Person that may be considering making, or has made, an Acquisition Proposal. The Company has agreed to promptly notify the Buyer after receipt of any Acquisition Proposal or any indication that any Person is considering making an Acquisition Proposal or any request for nonpublic information relating to the Company or any of its subsidiaries or for access to the properties, books or records of the Company or any of its subsidiaries by any Person that may be considering making, or has made, an Acquisition Proposal and has agreed to keep the Buyer fully informed of the status and details of any such Acquisition Proposal, indication or request. "Acquisition Proposal" means any offer or proposal for, or any indication of interest in, a merger or other business combination involving the Company or any of its subsidiaries or the acquisition of any equity interest in, or a substantial portion of the assets of, the Company or any of its subsidiaries, other than the transactions contemplated by the Merger Agreement. "Superior Acquisition Proposal" means an Acquisition Proposal which a majority of the disinterested directors determines in its good faith judgment (based on advice of the Company's independent financial advisor) to be more favorable to the Company's stockholders than the Offer or the Merger, and for which financing, to the extent required, is then committed. Nothing in the Merger Agreement shall be deemed to prohibit the Company and its Board of Directors from (i) taking and disclosing a position with respect to a tender offer by a third party pursuant to Rules 14d-9 and 14e-2(a) promulgated under the Exchange Act and (ii) making such disclosures to the Company's stockholders which, in the judgment of and subject to the fiduciary duties of the Board of Directors of the Company, with the advice of counsel to the Company, may be required under applicable law.

Agreement with respect to Director and Officer Indemnification and Insurance. Pursuant to the Merger Agreement, the Buyer has agreed, subject to any limitation imposed under applicable law, that all rights to indemnification now existing in favor of the directors and officers of the Company as provided in the Company's Certificate of Incorporation or By-Laws in effect on the date of the Merger Agreement shall survive the Merger and shall continue in effect for a period of six years from the consummation of the Merger. The Buyer has further agreed that it will cause the Surviving Corporation to use its reasonable efforts to maintain in effect for three years after the Effective Time, officers' and directors' liability insurance covering those persons currently covered by the Company's officers' and directors' liability insurance policy on terms with respect to coverage and amount no less favorable than those policies in effect at May 18, 1994 with respect to acts or omissions occurring before the Effective Time, except that the Surviving Corporation will not be required to pay in premiums for any year an amount exceeding the Company's premium cost for its policy for the fiscal year ended June 30, 1993.

Other Agreements. The Buyer has agreed that it will take all action necessary to cause the Merger Subsidiary to perform its obligations under the Merger Agreement (including providing the

Merger Subsidiary with sufficient funds to pay the aggregate purchase price of Shares accepted for purchase pursuant to the Offer) and to consummate the Merger on the terms and conditions set forth in the Merger Agreement. The Buyer also made certain agreements regarding confidentiality, including its agreement to hold, and use its best efforts to cause its officers, directors, employees, accountants, counsel, consultants, advisors and agents to hold, in confidence (subject to certain exceptions), unless compelled to disclose by judicial or administrative process or by other requirements of law, certain confidential documents and information concerning the Company and its subsidiaries furnished to the Buyer in connection with the transactions contemplated by the Merger Agreement.

Rights Agreement. The Company has amended the Rights Agreement to make it and the Common Stock Purchase Rights thereunder ("Rights") inapplicable to the Offer, the Merger and the Stockholder Option Agreement (and the Stock Option). The Rights will expire upon consummation of the Merger.

Conditions to the Merger. Pursuant to the Merger Agreement, the respective obligations of each party to consummate the Merger are subject to the satisfaction or waiver, where permissible, at or before the Effective Time of the following conditions: (i) the Merger Subsidiary shall have accepted for payment and paid for Shares tendered pursuant to the Offer in an amount equal to at least the Minimum Condition, (ii) the approval of the Merger Agreement by the affirmative vote of the Stockholders by requisite vote in accordance with applicable law, if such vote is required by applicable law, (iii) no provision of any applicable law or regulation and no judgment, injunction, order or decree shall prohibit the consummation of the Merger, (iv) the applicable waiting period (and any extension thereof) under the HSR Act shall have expired or been terminated, and (v) all actions by or in respect of or filing with any governmental body, agency, official or authority required to consummate the Merger shall have been obtained. In addition the obligations of the Buyer and the Merger Subsidiary to consummate the Merger are subject to the satisfaction of the further conditions that no court, arbitrator or governmental body, agency or official shall have issued any order, and there shall not be any statute, rule or regulation, restraining or prohibiting the consummation of the Merger or the effective operation of the business of the Company and its subsidiaries after the Effective Time, and no proceeding challenging the Merger Agreement or the transactions contemplated thereby or seeking to prohibit, alter, prevent or materially delay the Merger shall have been instituted by any person before any court, arbitrator or governmental body, agency or official and be pending.

Termination. The Merger Agreement may be terminated by (i) the mutual written consent of the Buyer and the Company, (ii) by either the Company or the Buyer, (A) if the Merger has not been consummated by December 31, 1994, (B) if there shall be any law or regulation that makes consummation of the Merger illegal or otherwise prohibited or if any judgment, injunction, order or decree enjoining the Buyer or the Company from consummating the Merger is entered and such judgment, injunction, order or decree shall become final and nonappealable, (C) if the Offer expires without any Shares having been purchased promptly thereafter pursuant to the Offer (unless the party proposing to so terminate is in material breach of its representations and warranties, covenants or other obligations under the Merger Agreement) or (D) prior to the purchase of Shares pursuant to the Offer, if there has been a willful breach by the other party of any representation, warranty, covenant or agreement set forth in the Merger Agreement, (iii) by the Buyer, upon the occurrence

of any Trigger Event (as defined below), (iv) by the Company, if Merger Subsidiary shall have failed to commence this Offer in accordance with the Merger Agreement, or (v) by the Company, prior to the purchase of any Shares pursuant to the Offer, if the Company receives an Acquisition Proposal which the Company's Board of Directors determines is more favorable to the Stockholders than the Offer and the Merger.

Fees and Expenses. Each party to the Merger Agreement has agreed to pay its own fees and expenses and there are no provisions for payment by the Company of the fees and expenses of the Buyer or the Merger Subsidiary or vice versa, if the Merger Agreement is terminated, except as stated below. The Company has agreed to pay the Buyer a fee in immediately available funds equal to \$12,500,000 promptly, but in no event later than two business days, after the termination of the Merger Agreement as a result of the occurrence of any of the following events (each a "Trigger Event"): (i) the Company shall have entered into, or shall have publicly announced its intention to enter into, an agreement or an agreement in principle with respect to any Acquisition Proposal, (ii) any person or group (as defined in Section 13(d)(3) of the Exchange Act) (other than the Buyer or any of its affiliates) shall have become the beneficial owner (as defined in Rule 13d-3 promulgated under the Exchange Act) of at least 25% of the outstanding Shares or shall have acquired, directly or indirectly, at least 25% of the assets of the Company, (iii) any person or group shall have commenced, or shall have publicly announced an intention to commence, a tender or exchange offer for at least majority of the outstanding Shares for a consideration per Share greater than the consideration per Share offered under the Offer, (iv) any representation or warranty made by the Company in, or pursuant to, the Merger Agreement shall not have been true and correct in all material respects when made and any such failures to be true and correct could reasonably be expected to have, individually or in the aggregate, a material adverse effect on the condition (financial or otherwise), business, assets, results of operations or prospects of the Company and its subsidiaries taken as a whole (except that reductions or delays in orders of products of the Company or its subsidiaries due solely to any rumors, speculation or announcement of a potential merger involving the Company or the execution of the Merger Agreement and the Merger shall be excluded for consideration for purposes of the effect of an action or inaction on the Company and its subsidiaries taken as a whole) (a "Modified Material Adverse Effect"), or the Company shall have failed to observe or perform in any material respect any of its obligations under the Merger Agreement, (v) the Board of Directors of the Company shall have withdrawn or materially modified in a manner adverse to the Buyer or the Merger Subsidiary its approval or recommendation of the Offer, the Merger or the Merger Agreement or its approval of the entry by the Buyer into the Stockholder Option Agreement, in any such case whether or not such withdrawal or modification is required by the fiduciary duties of the Board of Directors of the Company, or (vi) prior to the purchase of any Shares under the Offer, the Company shall have received an Acquisition Proposal which the Company's Board of Directors determines is more favorable to the Stockholders than the Offer and the Merger, whether or not such determination is required by the fiduciary duties of the Board of Directors of the Company.

The Company also has agreed to assume and pay, or reimburse the Buyer for, all reasonable fees payable and expenses incurred by the Buyer (including the fees and expenses of its counsel and the fees and expenses of institutions that are considering making or have made a commitment to provide financing for the transactions contemplated hereby) in connection with the Merger Agreement and the transactions contemplated thereby, in an aggregate amount not to exceed \$2,500,000,

whether or not the Offer or the Merger is consummated. The Company has agreed that no professional fees and expenses payable by the Company in connection with the transactions contemplated by the Merger Agreement (other than fees of Bear Stearns & Co., Inc. and Unterberg Harris) shall be based on terms other than regular hourly rates and actual out-of-pocket expenses.

Timing. The exact timing and details of the Merger will depend upon legal requirements and a variety of other factors, including the number of Shares acquired by the Merger Subsidiary pursuant to the Offer. Although the Buyer has agreed to cause the Merger to be consummated on the terms set forth above, there can be no assurance as to the timing of the Merger.

The Buyer and the Merger Subsidiary reserve the right to acquire additional Shares following the expiration or termination of the Offer through open market transactions, private purchases, other tender offers or otherwise, on terms and at prices that may be the same as, or more or less favorable than, those of the Offer.

Appraisal Rights. Stockholders do not have dissenters' rights as a result of the Offer. However, if the Merger is consummated, Stockholders of the Company at the time of the Merger who do not vote in favor of or consent in writing to the Merger will have the right under Delaware Law to dissent and demand appraisal of their Shares in accordance with Section 262 of the Delaware Law.

Under Delaware Law, dissenting stockholders who comply with the applicable statutory procedures will be entitled to receive a judicial determination of the fair value of their Shares (exclusive of any element of value arising from the accomplishment or expectation of the Merger) and to receive payment of such fair value in cash, together with a fair rate of interest, if any. Any such judicial determination of the fair value of the Shares could be based upon considerations other than or in addition to the price paid in the Offer (or the Merger) and the market value of the Shares. Stockholders should recognize that the value so determined could be higher or lower than the price per Share paid pursuant to the Offer or the Merger. Moreover, the Buyer or the Merger Subsidiary may argue in an appraisal proceeding that, for purposes of such a proceeding, the fair value of the Shares is less than the price paid in the Offer (or the Merger). THE FOREGOING SUMMARY OF THE RIGHTS OF DISSENTING STOCKHOLDERS DOES NOT PURPORT TO BE A COMPLETE STATEMENT OF PROCEDURES TO BE FOLLOWED BY STOCKHOLDERS DESIRING TO EXERCISE THEIR DISSENTERS' RIGHTS.

Stockholder Option Agreement. The following description of the Stockholder Option Agreement (the "Stockholder Option Agreement") dated as of May 18, 1994 among the Merger Subsidiary and the Stockholders named therein (each a "Principal Stockholder") is qualified in its entirety by reference to the text of such agreement, a copy of which is attached as an exhibit to the Merger Subsidiary's and Buyer's Schedule 14D-1 and 13D with respect to the transaction contemplated hereby filed with the Commission pursuant to the Exchange Act.

Under the Stockholder Option Agreement, each Principal Stockholder has granted the Merger Subsidiary the option (the "Stock Option") to purchase, subject to the terms and conditions set forth in the Stockholder Option Agreement, for a price of \$13.25 per Share (including the associated Rights) in cash, or to cause to be tendered pursuant to the Offer, such Principal Stockholder's Shares (including the associated Rights). In addition, if the price to be paid by the Merger Subsidiary

pursuant to the Offer is increased, the purchase price payable upon exercise of the Stock Option shall similarly be increased. The Stockholder Option Agreement also provides that the number and kind of Shares subject to the Stock Option and the purchase price therefor shall be appropriately and equitably adjusted in the event of changes in the Company's capital stock.

Subject to the terms of the Stockholder Option Agreement, the Merger Subsidiary has the right to exercise the Stock Option, in whole or in part, at any time up to 30 business days after the termination of the Merger Agreement. If the Merger Subsidiary acquires any Shares pursuant to the Offer, it must purchase all of the Shares subject to the Stockholder Option Agreement.

Each Principal Stockholder has agreed, in the Stockholder Option Agreement, upon receipt of instructions from the Merger Subsidiary, to deliver to the Depository (i) a Letter of Transmittal with respect to such Principal Stockholder's Shares complying with the terms of the Offer together with instructions directing the Depository to make payment for such Shares directly to the Principal Stockholder (but if such Shares are not accepted for payment and are to be returned pursuant to the Offer, to return such Shares to such Principal Stockholder whereupon they shall continue to be held by such Principal Stockholder subject to the terms and conditions of the Stockholder Option Agreement), (ii) the certificates evidencing such Principal Stockholder's Shares and (iii) all other documents or instruments required to be delivered pursuant to the terms of the Offer. Each Principal Stockholder has further agreed that it will not (without prior written notice to the Merger Subsidiary) withdraw the tender effected thereby and that any withdrawn Shares shall continue to be held by such Principal Stockholder subject to the terms and conditions of the Stockholder Option Agreement.

The Principal Stockholders' obligations to sell their Shares (other than by tendering pursuant to the Offer) under the Stockholder Option Agreement are subject to the satisfaction of the following conditions: (i) the representations and warranties of the Merger Subsidiary set forth in the Stockholder Option Agreement shall be true and correct in all material respects on the date of sale, (ii) the applicable waiting period under the HSR Act to the exercise of the Stock Option shall have expired or been terminated, (iii) there shall be no preliminary or permanent injunction or other order, decree or ruling issued by a court of competent jurisdiction or by a governmental, regulatory or administrative agency or commission, nor any statute, rule, regulation or order promulgated or enacted by any governmental authority, prohibiting or otherwise restraining such exercise of the Stock Option, (iv) the Merger Subsidiary shall have commenced the Offer, the Merger Subsidiary shall not have materially breached any of its material covenants and agreements in the Merger Agreement, and the Merger Agreement shall not have been terminated, and (v) (A) a tender or exchange offer for any Shares shall have been made or publicly proposed to be made by another person, (B) it shall have been publicly disclosed (or the Merger Subsidiary shall have learned) that any person, entity or group (as that term is used in Section 13(d)(3) of the Exchange Act) shall have acquired or proposed to acquire more than 25% of the Shares, or shall have granted any option or right, conditional or otherwise, to acquire more than 25% of the Shares, other than acquisitions for bona fide arbitrage purposes, or a group shall have been formed the members of which hold in the aggregate more than 25% of the Shares, (C) any person other than the Merger Subsidiary or an affiliate of the Merger Subsidiary has entered into an agreement or an agreement in principle providing for a merger, consolidation or other business combination with, or a purchase of all or substantially all the assets of, the Company or of any subsidiary or division of the Company the business of which could constitute a "significant subsidiary" as that term is used in Rule 1.02 of

Regulation S-X of the Commission, (D) the Board of Directors of the Company has failed to make, or has revoked or modified, its unqualified recommendation in favor of the Offer and the Merger or its approval of the entry by the Merger Subsidiary into the Stockholder Option Agreement, or (E) the Company has committed a material breach of any provision of the Merger Agreement.

Each Principal Stockholder has further agreed to not, directly or indirectly, solicit, initiate or encourage any inquiry, proposal or offer from any person to acquire the business, property or capital stock of the Company or any direct or indirect subsidiary thereof, or any acquisition of a substantial equity interest in, or a substantial amount of assets of, the Company or any direct or indirect subsidiary thereof, whether by merger, purchase of assets, tender offer or other transaction (a "Business Combination Proposal") or, subject to a Principal Stockholder's fiduciary duty as a director of the Company (if applicable), participate in any discussion or negotiations regarding, or furnish to any other person any information with respect to, or otherwise cooperate in any way with, or participate in, facilitate or encourage any effort or attempt by any other person to make or seek any Business Combination Proposal. Each Principal Stockholder agreed to promptly advise the Merger Subsidiary of the terms of any communication it may receive relating to a Business Combination Proposal.

In entering into the Stockholder Option Agreement, each Principal Stockholder granted the Merger Subsidiary a proxy to vote, express consent or dissent, or otherwise to utilize such voting power, in such manner and upon such matters as the Merger Subsidiary shall, in its sole discretion, deem proper with respect to such Principal Stockholder's Shares. The proxy will be automatically revoked upon termination of the Stockholder Option Agreement.

Stockholders holding an aggregate of 6,033,803 Shares are parties to the Stockholder Option Agreement. Based on the 75,000 Shares held of record by the Buyer and assuming that the Shares that are subject to the Stockholder Option Agreement are validly tendered and not withdrawn pursuant to a directive from the Merger Subsidiary, approximately 7,152,642 additional Shares would be required to be tendered under the Offer in order to satisfy the Minimum Condition (assuming the number of Fully Diluted Shares set forth in the Introduction hereto).

The Merger Subsidiary reserves the right to transfer or assign, in whole or from time to time in part, to any of its affiliates its rights under the Stockholder Option Agreement.

Delaware Law. In addition, the Merger would have to comply with other applicable procedural and substantive requirements of Delaware Law, including any duties to other stockholders imposed upon a controlling or, if applicable, majority stockholder. Several recent decisions by the Delaware courts, which may or may not apply to the Merger, have held that a controlling stockholder of a company involved in a merger has a fiduciary duty to other stockholders which requires that the merger be "entirely fair" to such other stockholders. In determining whether a merger is fair to minority stockholders, Delaware courts have considered, among other things, the type and amount of the consideration to be received by the stockholders and whether there was fair dealing among the parties.

The Company is incorporated under the laws of the State of Delaware, which has adopted certain laws regarding business combinations. In general, Section 203 of Delaware Law prevents

an "interested stockholder" (generally, a stockholder owning 15% or more of a corporation's outstanding voting stock or an affiliate or associate thereof) from engaging in a "business combination" (defined to include a merger and certain other transactions) with a Delaware corporation for a period of three years following the date on which such stockholder became an interested stockholder unless (i) prior to such date the corporation's board of directors approved either the business combination or the transaction which resulted in such stockholder becoming an interested stockholder, (ii) upon consummation of the transaction which resulted in such stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the corporation's voting stock outstanding at the time the transaction commenced (excluding shares owned by certain employee stock plans and persons who are directors and also officers of the corporation) or (iii) on or subsequent to such date the business combination is approved by the corporation's board of directors and authorized at an annual or special meeting of stockholders, and not by written consent, by the affirmative vote of at least 66 2/3% of the outstanding voting stock not owned by the interested stockholder. The Board of Directors of the Company has approved the Merger Agreement and the transactions contemplated thereby, including the Offer, the Merger and the Stockholder Option Agreement, and the entry by the Merger Subsidiary (or an affiliate thereof) into the Stockholder Option Agreement for purposes of Section 203. Accordingly, the restrictions of Section 203 do not apply to the transactions contemplated by this Offer to Purchase or by the Stockholder Option Agreement.

Other Matters. Any merger or other similar business combination proposed by the Buyer would also have to comply with any applicable Federal law. In particular, the Commission has adopted Rule 13e-3 under the Exchange Act which is applicable to certain "going private" transactions. The Buyer believes that Rule 13e-3 will not be applicable to the Merger unless the Merger is consummated more than one year after termination of the Offer or if an alternative merger transaction were to provide for stockholders to receive consideration for their Shares in an amount less than the price per Share paid pursuant to the Offer. If applicable, Rule 13e-3 would require, among other things, that certain financial information concerning the Company and certain information relating to the fairness of the proposed transaction and the consideration offered to minority stockholders in such a transaction be filed with the Commission and distributed to such stockholders prior to consummation of the transaction.

If for any reason the Merger is not consummated, the Buyer and the Merger Subsidiary will evaluate their other alternatives. Such alternatives could include purchasing additional Shares in the open market, in privately negotiated transactions, in another tender or exchange offer or otherwise, or taking no further action to acquire additional Shares. Any additional purchases of Shares could be at a price greater or less than the price to be paid for Shares in the Offer and could be for cash or other consideration. Alternatively, the Merger Subsidiary may sell or otherwise dispose of any or all Shares acquired pursuant to the Offer or otherwise. Such transactions may be effected on terms and at prices then determined by the Buyer or the Merger Subsidiary, which may vary from the price to be paid for Shares in the Offer.

The Buyer intends to conduct a detailed review of the Company and its assets, corporate structure, dividend policy, capitalization, operations, properties, policies, management and personnel and to consider, subject to the terms of the Merger Agreement, what, if any, changes would be desirable in light of the circumstances then existing, and reserves the right to take such actions or

effect such changes as it deems desirable. Such changes could include changes in the Company's business, corporate structure, capitalization, Board of Directors, management or dividend policy. In furtherance of this, the Company has agreed to cause each of its subsidiaries to cause each officer and director of such subsidiary to deliver resignations to such subsidiary effective at the Effective Time of the Merger.

Except as otherwise described in this Offer to Purchase, the Buyer and the Merger Subsidiary have no current plans or proposals that would relate to, or result in, any extraordinary corporate transaction involving the Company, such as a merger, reorganization or liquidation involving the Company or any of its subsidiaries, a sale or transfer of a material amount of assets of the Company or any of its subsidiaries, any material change in the Company's capitalization or dividend policy or any other material change in the Company's business, corporate structure, Board of Directors or management.

Financial Advisors. Bear, Stearns & Co., Inc. has delivered its written opinion to the Company's Board of Directors to the effect that the cash consideration of \$13.25 per share proposed to be paid to the Stockholders in the Offer and the Merger is fair to the Stockholders from a financial point of view. The Company has advised the Buyer and the Merger Subsidiary that copies of such written opinion will be included in a statement by the Schedule 14D-9 that is being mailed to the Stockholders contemporaneously herewith. Stockholders are urged to read such opinion in its entirety.

The Company has informed the Buyer and the Merger Subsidiary that the Company has agreed to pay Bear, Stearns & Co., Inc. and Unterberg Harris (collectively, the "Financial Advisors") fees aggregating approximately \$5.1 million, if the Offer and the Merger are consummated (which amount includes minimum fees of \$1.2 million that are payable to the Financial Advisors regardless of whether the Offer and Merger are consummated), for their respective financial advisory services relative to the transactions contemplated by the Merger Agreement, to reimburse each Financial Advisor for its out-of-pocket expenses and to indemnify each Financial Advisor against certain liabilities and expenses, including certain liabilities under the federal securities laws. Thomas I. Unterberg, a member of the Board of Directors of the Company, is a principal of Unterberg Harris.

13. DIVIDENDS AND DISTRIBUTIONS.

If on or after May 17, 1994, the Company should (notwithstanding the fact that the following actions are prohibited under the Merger Agreement) (i) split, combine or otherwise change the Shares or its capitalization, (ii) acquire or otherwise cause a reduction in the number of outstanding Shares or (iii) issue or sell any additional Shares (other than Shares issued pursuant to and in accordance with the terms in effect on May 17, 1994 of employee stock options or purchase rights outstanding prior to such date), shares of any other class or series of capital stock, other voting securities or any securities convertible into, or options, rights, or warrants, conditional or otherwise, to acquire, any of the foregoing, then, without prejudice to the Merger Subsidiary's rights under Section 15, the Merger Subsidiary may, in its sole discretion, make such adjustments in the purchase price and other terms of the Offer as it deems appropriate including the number or type of securities to be purchased.

If, on or after May 17, 1994, the Company should (notwithstanding the fact that the following actions are prohibited under the Merger Agreement) declare or pay any dividend on the Shares or any distribution with respect to the Shares (including the issuance of additional Shares or other securities or rights to purchase of any securities) that is payable or distributable to Stockholders of record on a date prior to the transfer to the name of the Merger Subsidiary or its nominee or transferee on the Company's stock transfer records of the Shares purchased pursuant to the Offer, then, without prejudice to the Merger Subsidiary's rights under Section 15, (i) the purchase price per Share payable by the Merger Subsidiary pursuant to the Offer may be reduced to the extent of any such dividend or distribution and (ii) the whole of any such non-cash dividend or distribution to be received by the tendering Stockholders will (a) be received and held by the tendering Stockholders for the account of the Merger Subsidiary and will be required to be promptly remitted and transferred by each tendering Stockholder to the Depository for the account of the Merger Subsidiary, accompanied by appropriate documentation of transfer, or (b) at the direction of the Merger Subsidiary, be exercised for the benefit of the Merger Subsidiary, in which case the proceeds of such exercise will promptly be remitted to the Merger Subsidiary. Pending such remittance and subject to applicable law, the Merger Subsidiary will be entitled to all rights and privileges as owner of any such non-cash dividend or distribution or proceeds thereof and may withhold the entire purchase price or deduct from the purchase price the amount or value thereof, as determined by the Merger Subsidiary in its sole discretion.

14. EXTENSION OF TENDER PERIOD; TERMINATION; AMENDMENT.

The Merger Subsidiary reserves the right, at any time or from time to time, in its sole discretion and regardless of whether or not any of the conditions specified in Section 15 shall have been satisfied (except to the extent otherwise provided in the Merger Agreement), (i) to extend the period of time during which the Offer is open by giving oral or written notice of such extension to the Depository and by making a public announcement of such extension or (ii) to amend the Offer in any respect by making a public announcement of such amendment. There can be no assurance that the Merger Subsidiary will exercise its right to extend or amend the Offer.

If the Merger Subsidiary shall decide, in its sole discretion, to increase the consideration to be paid for Shares pursuant to the Offer and the Offer is scheduled to expire at any time before the expiration of a period of 10 business days from, and including, the date that notice of such increase is first published, sent or given in the manner specified below, the Offer will be extended until the expiration of such period of 10 business days. If the Merger Subsidiary makes a material change in the terms of the Offer (other than a change in price or percentage of securities sought) or in the information concerning the Offer, or waives a material condition of the Offer, the Merger Subsidiary will extend the Offer, if required by applicable law, for a period sufficient to allow stockholders to consider the amended terms of the Offer.

The Merger Subsidiary also reserves the right, in its sole discretion, in the event any of the conditions specified in Section 15 shall not have been satisfied and so long as Shares have not theretofore been accepted for payment, to delay (except as otherwise required by applicable law) acceptance for payment of or payment for Shares or to terminate the Offer and not accept for payment or pay for Shares.

If the Merger Subsidiary extends the period of time during which the Offer is open, is delayed in accepting for payment or paying for Shares or is unable to accept for payment or pay for Shares pursuant to the Offer for any reason, then, without prejudice to the Merger Subsidiary's rights under the Offer, the Depository may, on behalf of the Merger Subsidiary, retain all Shares tendered, and such Shares may not be withdrawn except as otherwise provided in Section 4. The reservation by the Merger Subsidiary of the right to delay acceptance for payment of or payment for Shares is subject to applicable law, which requires that the Merger Subsidiary pay the consideration offered or return the Shares deposited by or on behalf of Stockholders promptly after the termination or withdrawal of the Offer.

Any extension, termination or amendment of the Offer will be followed as promptly as practicable by a public announcement thereof. In the case of an extension of the Offer, the Merger Subsidiary will make a public announcement of such extension no later than 9:00 A.M., New York City time, on the next business day after the previously scheduled Expiration Date. Without limiting the manner in which the Merger Subsidiary may choose to make any public announcement, the Merger Subsidiary will have no obligation (except as otherwise required by applicable law) to publish, advertise or otherwise communicate any such public announcement other than by making a release to the Dow Jones News Service.

15. CERTAIN CONDITIONS OF THE OFFER.

Notwithstanding any other provision of the Offer, the Merger Subsidiary shall not be required to accept for payment or pay for any Shares, and may terminate the Offer, if (i) by the Expiration Date, the Minimum Condition shall not have been satisfied, (ii) by the Expiration Date, the applicable waiting period (and any extension thereof) under the HSR Act shall not have expired or been terminated or (iii) at any time on or after May 18, 1994 and prior to the acceptance for payment of Shares pursuant to the Offer, any of the following conditions exist:

(a) there shall be instituted or pending any action or proceeding by any government or governmental authority or agency, domestic or foreign, or by any other person, domestic or foreign, before any court or governmental authority or agency, domestic or foreign, (i) challenging or seeking to make illegal, to delay materially or otherwise directly or indirectly to restrain or prohibit the acquisition by the Merger Subsidiary or any of its affiliates of Shares pursuant to the Stockholder Option Agreement, the making of the Offer, the acceptance for payment of or payment for some of or all the Shares by the Buyer or the Merger Subsidiary or the consummation by the Buyer or the Merger Subsidiary of the Merger, seeking to obtain material damages or otherwise directly or indirectly relating to the transactions contemplated by the Stockholder Option Agreement, the Merger Agreement, the Offer or the Merger, (ii) seeking to restrain or prohibit the Buyer's or the Merger Subsidiary's ownership or operation (or that of their respective subsidiaries or affiliates) of all or any material portion of the business or assets of the Company and its subsidiaries, taken as a whole, or of the Buyer and its subsidiaries, taken as a whole, or to compel the Buyer or any of its subsidiaries or affiliates to dispose of or hold separate all or any material portion of the business or assets of the Company and its subsidiaries, taken as a whole, or of the Buyer and its subsidiaries, taken as a whole, (iii) seeking to impose or confirm material limitations on the ability of the Buyer or any of its subsidiaries or affiliates

effectively to exercise full rights of ownership of the Shares, including, without limitation, the right to vote any Shares acquired or owned by the Buyer or any of its subsidiaries or affiliates on all matters properly presented to the Company's stockholders, (iv) seeking to require divestiture by the Buyer or any of its subsidiaries or affiliates of any Shares, or (v) that otherwise, in the judgment of the Buyer, is likely to materially adversely affect the Company and its subsidiaries, taken as a whole, or the Buyer and its subsidiaries, taken as a whole; or

(b) there shall be any action taken, or any statute, rule, regulation, injunction, order or decree proposed, enacted, enforced, promulgated, issued or deemed applicable to the Stockholder Option Agreement, the Merger Agreement, the Offer or the Merger, by any court, government or governmental authority or agency, domestic or foreign, other than the application of the waiting period provisions of the HSR Act to the Stockholder Option Agreement, the Merger Agreement, the Offer or the Merger that, in the judgment of the Buyer is substantially likely, directly or indirectly, to result in any of the consequences referred to in clauses (i) through (v) of paragraph (a) above; or

(c) any change shall have occurred or been threatened (or any development shall have occurred or been threatened involving a prospective change) in the business, assets, liabilities, financial condition, capitalization, operations, results of operations or prospects of the Company or any of its subsidiaries that, in the reasonable judgment of the Buyer, is or is likely to be materially adverse to the Company and its subsidiaries, taken as a whole; or

(d) a tender or exchange offer for some or all of the Shares shall have been publicly proposed to be made or shall have been made by another person, or it shall have been publicly disclosed or the Buyer shall have otherwise learned that (i) any person or "group" (as defined in Section 13(d)(3) of the Exchange Act) shall have acquired or proposed to acquire beneficial ownership of more than 25% of any class or series of capital stock of the Company (including the Shares), through the acquisition of stock, the formation of a group or otherwise, or shall have been granted any option, right or warrant, conditional or otherwise, to acquire beneficial ownership of more than 25% of any class or series of capital stock of the Company (including the Shares) other than acquisitions for bona fide arbitrage purposes only and other than as disclosed in a Schedule 13D or 13G on file with the Commission on May 18, 1994, (ii) any such person or group which, prior to May 18, 1994, had filed such a Schedule with the Commission shall have acquired or proposed to acquire beneficial ownership of additional shares of any class or series of capital stock of the Company (including the Shares), through the acquisition of stock, the formation of a group or otherwise, which, together with such ownership as is reflected on such Schedule, shall constitute 25% or more of any such class or series, or shall have been granted any option, right or warrant, conditional or otherwise, to acquire beneficial ownership of additional shares of any class or series of capital stock of the Company (including the Shares) which, together with such ownership as is reflected on such Schedule constitute 25% or more of any such class or series or (iii) any person shall have filed a Notification and Report Form under the HSR Act or made a public announcement reflecting an intent to acquire the Company or any material portion of assets of the Company or securities of the Company which, together

with such ownership as is reflected on any such Schedule, shall constitute 25% or more of any such class of securities; or

(e) the Company shall have breached or failed to perform in any material respect any of its material covenants or agreements under the Merger Agreement, or any of the material representations and warranties of the Company set forth in the Merger Agreement shall not be true in any material respect when made or at any time prior to consummation of the Offer as if made at and as of such time; or

(f) any party to the Stockholder Option Agreement other than the Merger Subsidiary or the Buyer shall have breached or failed to perform in any material respect any of its agreements under the Stockholder Option Agreement or any of the representations and warranties of any such party set forth in the Stockholder Option Agreement shall not be true in any material respect, in each case, when made or at any time prior to the consummation of the Offer as if made at and as of such time, or the Stockholder Option Agreement shall have been invalidated or terminated with respect to any Shares subject thereto; or

(g) the Merger Agreement or the Stockholder Option Agreement shall have been terminated in accordance with its terms; or

(h) the Board of Directors of the Company shall have withdrawn or materially modified in a manner adverse to the Buyer or the Merger Subsidiary its approval or recommendation of the Offer, the Merger or the Merger Agreement or its approval of the entry by the Buyer into the Stockholder Option Agreement; or

(i) the Company shall have entered into, or shall have publicly announced its intention to enter into, an agreement or agreement in principle with respect to any Acquisition Proposal;

which, in the sole judgment of the Buyer in any such case, and regardless of the circumstances (including any action or omission by the Buyer) giving rise to any such condition, makes it inadvisable to proceed with such acceptance for payment or payment.

The foregoing conditions are for the sole benefit of the Buyer and the Merger Subsidiary and, except as provided in the Merger Agreement, may be asserted by the Buyer or the Merger Subsidiary in its sole discretion regardless of the circumstances (including any action or omission by the Buyer or the Merger Subsidiary) giving rise to any such conditions or may be waived by the Buyer or the Merger Subsidiary in its sole discretion in whole at any time or in part from time to time. The failure by the Buyer or the Merger Subsidiary at any time to exercise its rights under any of the foregoing conditions shall not be deemed a waiver of any such right; the waiver of any such right with respect to particular facts and circumstances shall not be deemed a waiver with respect to any other facts and circumstances, and each such right shall be deemed an ongoing right which may be asserted at any time or from time to time.

16. CERTAIN LEGAL MATTERS; REGULATORY APPROVALS.

General. Except as set forth in this Section 16, based on its examination of publicly available information filed by the Company with the Commission and other publicly available information concerning the Company, the Merger Subsidiary is not aware of any license or regulatory permit that appears to be material to the Company's business that might be adversely affected by the Merger Subsidiary's acquisition of Shares as contemplated herein or of any approval or other action by any government or governmental authority or agency, domestic or foreign, that would be required for the acquisition or ownership of Shares by the Merger Subsidiary or the Buyer as contemplated herein. Should any such approval or other action be required, it is currently contemplated that, except as described below under "State Takeover Statutes", such approval or other action will be sought. Except as described under "Antitrust", however, there is no current intent to delay the purchase of Shares tendered pursuant to the Offer pending the outcome of any such matter. There can be no assurance that any such approval or other action, if needed, would be obtained or would be obtained without substantial conditions or that if such approvals were not obtained or such other actions were not taken adverse consequences might not result to the Company's business or certain parts of the Company's business might not have to be disposed of, any of which could cause the Merger Subsidiary to elect to terminate the Offer without the purchase of Shares thereunder. The Merger Subsidiary's obligation under the Offer to accept for payment and pay for Shares is subject to certain conditions. See Section 15.

State Takeover Statutes. A number of states have adopted laws which purport, to varying degrees, to apply to attempts to acquire corporations that are incorporated in, or which have substantial assets, stockholders, principal executive offices or principal places of business or whose business operations otherwise have substantial economic effects in, such states. The Company, directly or through subsidiaries, conducts business in a number of states throughout the United States, some of which have enacted such laws. Based on information supplied by the Company, the Buyer does not believe that any of these laws will, by their terms, apply to the Offer or the Merger.

In 1982, in *Edgar v. MITE Corp.*, the Supreme Court of the United States invalidated on constitutional grounds the Illinois Business Takeover Statute which, as a matter of state securities law, made takeovers of corporations meeting certain requirements more difficult. However, in 1987 in *CTS Corp. v. Dynamics Corp. of America*, the Supreme Court held that the State of Indiana could, as a matter of corporate law, constitutionally disqualify a potential acquiror from voting shares of a target corporation without the prior approval of the remaining stockholders where, among other things, the corporation is incorporated in, and has a substantial number of stockholders in, the state.

If any government official or third party should seek to apply any state takeover law to the Offer or the Merger, the Buyer will take such action as then appears desirable, which action may include challenging the applicability or validity of such statute in appropriate court proceedings. In the event it is asserted that one or more state takeover statutes is applicable to the Offer or the Merger and an appropriate court does not determine that it is inapplicable or invalid as applied to the Offer or the Merger, the Buyer or the Merger Subsidiary might be required to file certain information with, or to receive approvals from, the relevant state authorities or holders of Shares, and the Merger Subsidiary might be unable to accept for payment or pay for Shares tendered pursuant to the Offer, or be delayed in continuing or consummating the Offer or the Merger. In

such case, the Merger Subsidiary may not be obligated to accept for payment or pay for any tendered Shares. See Section 15.

Antitrust. Under the HSR Act and the rules that have been promulgated thereunder by the Federal Trade Commission (the "FTC"), certain acquisition transactions may not be consummated unless certain information has been furnished to the Antitrust Division of the Department of Justice (the "Antitrust Division") and the FTC and certain waiting period requirements have been satisfied. The purchase of Shares pursuant to the Offer is subject to such requirements.

The Buyer expects to file, and expects the Company to file, a Notification and Report Form with respect to the Offer with the Antitrust Division and the FTC on or about May 25, 1994. Assuming a filing date of May 25, 1994, the waiting period applicable to the purchase of Shares pursuant to the Offer would be scheduled to expire at 11:59 P.M., New York City time, on Thursday, June 9, 1994. However, prior to such time, the Antitrust Division or the FTC may extend the waiting period by requesting additional information or documentary material relevant to the Offer from the Buyer. If such a request is made, the waiting period will be extended until 11:59 P.M., New York City time, on the tenth day after substantial compliance by the Buyer with such request. Thereafter, such waiting period can be extended only by court order.

A request will be made for early termination of the waiting period applicable to the Offer. There can be no assurance, however, that the 15-day HSR waiting period will be terminated early. Shares will not be accepted for payment or paid for pursuant to the Offer until the expiration or earlier termination of the applicable waiting period under the HSR Act. See Section 15. Any extension of the waiting period will not give rise to any withdrawal rights not otherwise provided for by applicable law. See Section 4.

The provisions of the HSR Act would similarly apply to any purchase of Shares pursuant to the Stockholder Option Agreement (other than purchases effected through a tender pursuant to the Offer), except that the initial waiting period would expire 30 days following the filing of HSR Act Notification Forms by the Buyer and the Company and a request for additional information or material from the Buyer or the Company during the initial 30-day waiting period would extend the waiting period until 11:59 p.m. New York City time on the 20th day after the date of substantial compliance by the Buyer and the Company with such request. The Buyer and the Company expect to file HSR Notification Forms with respect to the Stockholder Option Agreement on or about May 25, 1994. If, as is expected, the purchase of Shares permitted by the Stockholder Option Agreement is effected through a tender of such Shares pursuant to the Offer, the HSR requirements applicable to the Offer described in the prior paragraph would apply rather than the requirements described in this paragraph.

The Merger would not require an additional filing under the HSR Act if the Buyer owns 50% or more of the outstanding Shares at the time of the Merger or if the Merger occurs within one year after the HSR Act waiting period applicable to the Offer expires or is terminated.

The Antitrust Division and the FTC frequently scrutinize the legality under the antitrust laws of transactions such as the acquisition of Shares by the Merger Subsidiary pursuant to the Offer. At any time before or after the consummation of any such transactions, the Antitrust Division or the

FTC could take such action under the antitrust laws as it deems necessary or desirable in the public interest, including seeking to enjoin the purchase of Shares pursuant to the Offer or seeking divestiture of the Shares so acquired or divestiture of substantial assets of the Buyer or the Company. Private parties (including individual States) may also bring legal actions under the antitrust laws. The Buyer does not believe that the consummation of the Offer will result in a violation of any applicable antitrust laws. However, there can be no assurance that a challenge to the Offer on antitrust grounds will not be made, or if such a challenge is made, what the result will be. See Section 15 for certain conditions to the Offer, including conditions with respect to litigation and certain governmental actions.

Other. Based upon the Buyer's examination of publicly available information concerning the Company, it appears that the Company and its subsidiaries own property and conduct business in a number of foreign countries. In connection with the acquisition of Shares pursuant to the Offer, the laws of certain of these foreign countries may require the filing of information with, or the obtaining of the approval of, governmental authorities therein. After commencement of the Offer, the Buyer will seek further information regarding the applicability of any such laws and currently intends to take such action as they may require, but no assurance can be given that such approvals will be obtained. If any action is taken prior to completion of the Offer by any such government or governmental authority, the Buyer may not be obligated to accept for payment or pay for any tendered Shares. See Section 15.

17. FEES AND EXPENSES.

The Merger Subsidiary has retained D.F. King & Co., Inc. to act as the Information Agent and Chemical Bank to act as the Depositary in connection with the Offer. The Information Agent may contact holders of Shares by mail, telephone, telex, telegraph and personal interviews and may request brokers, dealers and other nominee stockholders to forward materials relating to the Offer to beneficial owners. The Information Agent and the Depositary each will receive reasonable and customary compensation for their respective services, will be reimbursed for certain reasonable out-of-pocket expenses and will be indemnified against certain liabilities in connection therewith, including certain liabilities under the federal securities laws.

The Merger Subsidiary will not pay any fees or commissions to any broker or dealer or any other person (other than the Information Agent and the Depositary) for soliciting tenders of Shares pursuant to the Offer. Brokers, dealers, commercial banks and trust companies will, upon request, be reimbursed by the Merger Subsidiary for reasonable and necessary costs and expenses incurred by them in forwarding materials to their customers.

18. MISCELLANEOUS.

The Offer is not being made to, nor will tenders be accepted from or on behalf of, holders of Shares in any jurisdiction in which the making of the Offer or acceptance thereof would not be in compliance with the laws of such jurisdiction. However, the Merger Subsidiary may, in its discretion, take such action as it may deem necessary to make the Offer in any such jurisdiction and extend the Offer to holders of Shares in such jurisdiction.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION ON BEHALF OF THE MERGER SUBSIDIARY NOT CONTAINED IN THIS OFFER TO PURCHASE OR IN THE LETTER OF TRANSMITTAL AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED.

The Merger Subsidiary has filed with the Commission a Tender Offer Statement on Schedule 14D-1, together with exhibits, pursuant to Rule 14d-3 of the General Rules and Regulations under the Exchange Act, furnishing certain additional information with respect to the Offer. The Schedule 14D-1 and any amendments thereto, including exhibits, may be examined and copies may be obtained from the offices of the Commission in the manner set forth in Section 8 of this Offer to Purchase (except that such information will not be available at the regional offices of the Commission).

SPEEDBIRD MERGE, INC.

DIRECTORS AND EXECUTIVE OFFICERS OF THE BUYER
AND THE MERGER SUBSIDIARY

1. DIRECTORS AND EXECUTIVE OFFICERS OF THE BUYER. The following table sets forth the name, business address and present principal occupation or employment, and material occupations, positions, offices or employments for the past five years of each director and executive officer of the Buyer. Each such person is a citizen of the United States of America, except for Sanjay Kumar who is a citizen of Sri Lanka (and a permanent resident of the United States of America) and Willem F.P. de Vogel who is a citizen of The Netherlands. Unless otherwise indicated below, the business address of each person is c/o Computer Associates International, Inc., One Computer Associates Plaza, Islandia, New York 11788. Unless otherwise indicated, each occupation set forth opposite an individual's name refers to employment with the Buyer.

DIRECTORS (INCLUDING EXECUTIVE
OFFICERS WHO ARE DIRECTORS)

NAME AND BUSINESS ADDRESS	PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT; MATERIAL POSITIONS HELD DURING PAST FIVE YEARS
Russell M. Artzt	Director of Buyer since 1980. Executive Vice President-Research and Development since April 1987 and the Senior Development Officer since 1976.
Willem F.P. de Vogel Three Cities Research, Inc. 135 East 57th Street New York, New York 10022	Director of Buyer since 1991. President of Three Cities Research, Inc., a private investment management firm in New York City, since 1981. From August 1981 to August 1990, Mr. de Vogel served as a director of the Buyer.

Irving Goldstein
 INTELSAT
 3400 International Drive, N.W.
 Washington, D.C. 20008

Director of Buyer since 1990. Director General and Chief Executive Officer of INTELSAT, an international satellite telecommunications company, since February 1992. He was Chairman and Chief Executive Officer of Communications Satellite Corporation from October 1985 to February 1992 and President from May 1983 to October 1985, and was a director from May 1983 to February 1992. He also is a director of Security Trust Co., N.A.

Richard A. Grasso
 New York Stock Exchange
 11 Wall Street
 New York, New York 10005

Director of Buyer since January 1994. President, New York Stock Exchange, since prior to 1989.

Sanjay Kumar

Director of Buyer since January 1994. President and Chief Operating Officer, since January 1994. He was Senior Vice President--Planning from April 1989 to December 1992 and Executive Vice President--Operations from January 1993 to December 1993.

Edward C. Lord, III
 IBJ Schroder Bank & Trust
 Company
 1 State Street
 New York, New York 10128

Director of Buyer since 1988. Senior Vice President of IBJ Schroder Bank & Trust Company, a commercial banking institution in New York City, since 1987 and Vice President since 1978. He has managed corporate banking and personal lending activities in excess of twelve years.

Gary E. Martinelli
 Gary E. Martinelli & Associates,
 P.C.
 1500 Main Street
 Suite 912
 Springfield, MA 01115

Director of Buyer since 1986. Attorney, Gary E. Martinelli & Associates, P.C., a professional corporation in Springfield, Massachusetts since January 1991. From 1974 through 1990, Mr. Martinelli was a member of Ryan & White, P.C., a Springfield, Massachusetts law firm. He has practiced in the field of corporate, securities and general business law for the past twenty-four years.

Sanjay Kumar

Director and President of the Merger Subsidiary since its incorporation on May 16, 1994.

Peter A. Schwartz

Director, Vice President and Treasurer of the Merger Subsidiary since its incorporation on May 16, 1994.

None of the executive officers and directors of the Buyer or the Merger Subsidiary currently is a director of, or holds any position with, the Company. Except as described in this Offer to Purchase, none of the Buyer's or Merger Subsidiary's directors, executive officers, affiliates or associates beneficially owns any equity securities, or rights to acquire any equity securities, of the Company and none has been involved in any transactions with the Company or any of its directors, executive officers, affiliates or associates which are required to be disclosed pursuant to the rules and regulations of the Commission.

BENEFICIAL OWNERSHIP OF SHARES

The Buyer beneficially owns 6,108,803 Shares, representing approximately 26.0% of the outstanding Shares as of the date of the Merger Agreement. Of such Shares, the Buyer holds of record 75,000 Shares and has the right to acquire an aggregate of 6,033,803 Shares pursuant to the Stockholder Option Agreement. See Section 12.

TRANSACTIONS IN SHARES IN THE PAST 60 DAYS

During the past 60 days, the Buyer, engaged in the transactions in the Shares described below.

1. On March 18, 1994, the Buyer purchased 10,000 Shares in open market transactions for an aggregate purchase price of \$71,250.00 in cash (or an average purchase price of \$7.13 per Share), excluding commissions.
2. On March 30, 1994, the Buyer purchased 5,000 Shares in open market transactions for an aggregate purchase price of \$38,125.00 in cash (or an average purchase price of \$7.63 per Share), excluding commissions.
3. On March 31, 1994, the Buyer purchased 5,000 Shares in open market transactions for an aggregate purchase price of \$38,125.00 in cash (or an average purchase price of \$7.63 per Share), excluding commissions.
4. On April 4, 1994, the Buyer purchased 55,000 Shares in open market transactions for an aggregate purchase price of \$412,500.00 in cash (or an average purchase price of \$7.50 per Share), excluding commissions.

Facsimile copies of the Letter of Transmittal will be accepted. The Letter of Transmittal, certificates for Shares and any other required documents should be sent to the Depository at one of the addresses set forth below:

The Depository for the Offer is:

CHEMICAL BANK

By Facsimile Transmission (for eligible financial institutions only):

By Mail:

Chemical Bank
Reorganization Department
P.O. Box 3085
G.P.O. Station
New York, New York 10116-3085

(212) 629-8015
(212) 629-8016
Confirm by telephone:
(212) 613-7137
CALL TOLL FREE:
(800) 648-8169

By Hand or Overnight Delivery:

Chemical Bank
55 Water Street
Second Floor -- Room 234
New York, New York 10041
Attn: Reorganization Department

Questions or requests for assistance or additional copies of this Offer to Purchase and the Letter of Transmittal may be directed to the Information Agent at the addresses and telephone numbers set forth below. Stockholders may also contact their broker, dealer, commercial bank or trust company for assistance concerning the Offer.

The Information Agent for the Offer is:

D.F. KING & CO., INC.

77 Water Street
New York, NY 10005
(212) 269-5550 (Collect)
(800) 669-5550 (Toll Free)

THE OFFER AND WITHDRAWAL RIGHTS EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON WEDNESDAY, JUNE 22, 1994, UNLESS THE OFFER IS EXTENDED.

LETTER OF TRANSMITTAL TO TENDER SHARES OF COMMON STOCK (INCLUDING THE ASSOCIATED RIGHTS DESCRIBED HEREIN)

OF

THE ASK GROUP, INC. PURSUANT TO THE OFFER TO PURCHASE DATED MAY 25, 1994

BY

SPEEDBIRD MERGE, INC. A WHOLLY-OWNED SUBSIDIARY

OF

COMPUTER ASSOCIATES INTERNATIONAL, INC.

The Depository for the Offer is CHEMICAL BANK

By Mail:

Chemical Bank Reorganization Department P.O. Box 3085 G.P.O. Station New York, New York 10116-3085

By Facsimile Transmission (for eligible financial institutions only):

(212) 629-8015 (212) 629-8016 Confirm by telephone: (212) 613-7137 CALL TOLL FREE: (800) 648-8169

By Hand or Overnight Delivery:

Chemical Bank 55 Water Street Second Floor -- Room 234 New York, New York 10041 Attn: Reorganization Department

DELIVERY OF THIS INSTRUMENT TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION OF INSTRUCTIONS VIA A FACSIMILE TRANSMISSION NUMBER OTHER THAN THE ONE LISTED ABOVE WILL NOT CONSTITUTE A VALID DELIVERY.

THE INSTRUCTIONS IN THIS LETTER OF TRANSMITTAL SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED.

This Letter of Transmittal is to be used if certificates are to be forwarded herewith or if delivery of Shares (as defined below) is to be made by book-entry transfer to the Depository's account at The Depository Trust Company, Midwest Securities Trust Company or Philadelphia Depository Trust Company (hereinafter collectively referred to as the "Book-Entry Transfer Facilities") pursuant to the procedures set forth in Section 3 of the Offer to Purchase (as defined below).

Stockholders who cannot deliver certificates for their Shares and all other documents required hereby to the Depository by the Expiration Date (as defined in the Offer to Purchase) must tender their Shares pursuant to the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase. See Instruction 2. Delivery of documents to a Book-Entry Transfer Facility does not constitute delivery to the Depository.

DESCRIPTION OF SHARES TENDERED

NAME(S) AND ADDRESS(ES) OF REGISTERED HOLDER(S) (PLEASE FILL IN, IF BLANK, EXACTLY AS NAME(S) APPEAR(S) ON CERTIFICATE(S))

SHARES TENDERED (ATTACH ADDITIONAL SIGNED LIST IF NECESSARY)

CERTIFICATE NUMBER(S)(1) TOTAL NUMBER OF SHARES REPRESENTED BY CERTIFICATE(S)(1) TOTAL NUMBER OF SHARES TENDERED(2)

TOTAL SHARES

- (1) Need not be completed by stockholders tendering by book-entry transfer. (2) Unless otherwise indicated, it will be assumed that all Shares described above are being tendered. See Instruction 4.

NOTE: SIGNATURES MUST BE PROVIDED BELOW. PLEASE READ ACCOMPANYING INSTRUCTIONS CAREFULLY.

// CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER TO THE DEPOSITARY'S ACCOUNT AT ONE OF THE BOOK-ENTRY TRANSFER FACILITIES AND COMPLETE THE FOLLOWING:

Name of Tendering Institution

Account Number

----- at

- // The Depository Trust Company
- // Midwest Securities Trust Company
- // Philadelphia Depository Trust Company

Transaction Code Number

// CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE DEPOSITARY AND COMPLETE THE FOLLOWING:

Name(s) of Registered Owner(s)

Date of Execution of Notice of Guaranteed Delivery

Name of Institution which Guaranteed Delivery

If delivery is by book-entry transfer:

Name of Tendering Institution

Account No.
-----at

/ / The Depository Trust Company

/ / Midwest Securities Trust Company

/ / Philadelphia Depository Trust Company

Transaction Code No.

LADIES AND GENTLEMEN:

The undersigned hereby tenders to Speedbird Merge, Inc. (the "Merger Subsidiary"), a Delaware corporation and a wholly owned subsidiary of Computer Associates International, Inc., a Delaware corporation ("Buyer"), the above described shares of Common Stock, \$0.01 par value (including the associated Rights (as defined herein)) (collectively, except where the context otherwise requires, the "Shares"), of The ASK Group, Inc., a Delaware corporation (the "Company"), pursuant to the Merger Subsidiary's offer to purchase all outstanding Shares at a price of \$13.25 per Share, net to the seller in cash, upon the terms and subject to the conditions set forth in the Offer to Purchase dated May 25, 1994 (the "Offer to Purchase"), receipt of which is hereby acknowledged, and in this Letter of Transmittal (which together with the Offer to Purchase constitute the "Offer"). The Merger Subsidiary reserves the right to transfer or assign, in whole or from time to time in part, to one or more of its affiliates the right to purchase Shares tendered pursuant to the Offer. As used herein, the term "Rights" refers to the Common Stock Purchase Rights issued pursuant to the Rights Agreement dated as of August 15, 1990, as amended, between the Company and The First National Bank of Boston.

Subject to and effective upon acceptance for payment of and payment for the Shares tendered herewith in accordance with the terms and subject to the conditions of the Offer, the undersigned hereby sells, assigns and transfers to or upon the order of the Merger Subsidiary all right, title and interest in and to all the Shares that are being tendered hereby (and any and all other Shares or other securities issued or issuable in respect thereof on or after May 17, 1994) and irrevocably constitutes and appoints the Depository the true and lawful agent and attorney-in-fact of the undersigned with respect to such Shares (and all such other Shares or securities), with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest), to (a) deliver certificates for such Shares (and all such other Shares or securities), or transfer ownership of such Shares (and all such other Shares or securities) on the account books maintained by any of the Book-Entry Transfer Facilities, together, in any such case, with all accompanying evidences of transfer and authenticity, to or upon the order of the Merger Subsidiary, (b) present such Shares (and all such other Shares or securities) for transfer on the books of the Company and (c) receive all benefits and otherwise exercise all rights of beneficial ownership of such Shares (and all such other Shares or securities), all in accordance with the terms of the Offer.

The undersigned hereby irrevocably appoints Mr. Sanjay Kumar, Mr. Peter A. Schwartz and Mr. Belden A. Frease, and each of them, and any other designees of the Merger Subsidiary as the attorneys and proxies of the undersigned, each with full power of substitution, to exercise all voting and other rights of the undersigned in such manner as each such attorney and proxy or its substitute shall in its sole discretion deem proper with respect to, to execute any written consent concerning any matter as each such attorney and proxy or its substitute shall in its sole discretion deem proper with respect to, and to otherwise act as such attorney and proxy or its substitute shall in its sole discretion deem proper with respect to, all of the Shares tendered hereby which have been accepted for payment by the Merger Subsidiary prior to the time of any vote or other action (and any and all other Shares or other securities issued or issuable in respect thereof on or after May 17, 1994), at any meeting of stockholders of the Company (whether annual or special and whether or not an adjourned meeting), by written consent or otherwise. This proxy is irrevocable and is granted in consideration of, and is effective upon, the acceptance for payment of such Shares by the Merger Subsidiary in accordance with the terms of the Offer. Such acceptance for payment shall revoke any other proxy or written consent granted by the undersigned at any time with respect to such Shares (and all such other Shares or securities), and no subsequent proxies will be given or written consents will be executed by the undersigned (and if given or executed, will not be deemed to be effective).

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer the Shares tendered hereby (and any and all other Shares or other securities issued or issuable in respect thereof on or after May 17, 1994) and that when the same are accepted for payment by the Merger Subsidiary, the Merger Subsidiary will acquire good and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claims. The undersigned will, upon request, execute and deliver any additional documents deemed by the Depository or the Merger Subsidiary to be necessary or desirable to complete the sale, assignment and transfer of the Shares tendered hereby (and all such other Shares or securities).

All authority herein conferred or agreed to be conferred shall survive the death or incapacity of the undersigned, and any obligation of the undersigned hereunder shall be binding upon the heirs, personal representatives, successors

and assigns of the undersigned. Except as stated in the Offer, this tender is irrevocable.

The undersigned understands that tenders of Shares pursuant to any one of the procedures described in Section 3 of the Offer to Purchase and in the instructions hereto will constitute a binding agreement between the undersigned and the Merger Subsidiary upon the terms and subject to the conditions of the Offer.

Unless otherwise indicated under "Special Payment Instructions", please issue the check for the purchase price of any Shares purchased, and return any Shares not tendered or not purchased, in the name(s) of the registered holder(s) appearing under "Description of Shares Tendered" (and, in the case of Shares tendered by book-entry transfer, by credit to the account at the Book-Entry Transfer Facility designated above). Similarly, unless otherwise indicated under "Special Delivery Instructions", please mail the check for the purchase price of any Shares purchased and any certificates for Shares not tendered or not purchased (and accompanying documents, as appropriate) to the address(es) of the registered holder(s) appearing under "Description of Shares Tendered" shown below the undersigned's signature(s). In the event that both "Special Payment Instructions" and "Special Delivery Instructions" are completed, please issue the check for the purchase price of any Shares purchased and return any Shares not tendered or not purchased (and accompanying documents, as appropriate) in the name(s) of, and mail said check and any certificates (and accompanying documents, as appropriate) to, the person(s) so indicated. The undersigned recognizes that the Merger Subsidiary has no obligation, pursuant to the "Special Payment Instructions", to transfer any Shares from the name of the registered holder(s) thereof if the Merger Subsidiary does not accept for payment any of the Shares so tendered.

SPECIAL PAYMENT INSTRUCTIONS
(SEE INSTRUCTIONS 1, 5, 6 AND 7)

To be completed ONLY if the check for the purchase price of Shares purchased or certificates for Shares not tendered or not purchased are to be issued in the name of someone other than the undersigned, or if Shares tendered by book-entry transfer that are not purchased are to be returned by credit to an account at one of the Book-Entry Transfer Facilities other than that designated above.

Issue check and/or certificates to:

Name:

(Please Print)

Address:

(Include Zip Code)

(TAXPAYER IDENTIFICATION NO.)

// Credit unpurchased Shares tendered by book-entry transfer to the account set forth below:

Name of Account Party

Account No. _____ at _____

- // The Depository Trust Company
- // Midwest Securities Trust Company
- // Philadelphia Depository Trust Company

SPECIAL DELIVERY INSTRUCTIONS
(SEE INSTRUCTIONS 5 AND 7)

To be completed ONLY if the check for the purchase price of Shares purchased or certificates for Shares not tendered or not purchased are to be mailed to someone other than the undersigned or to the undersigned at an address other than that shown below the undersigned's signature(s).

Mail check and/or certificates to:

Name:

(Please Print)

Address:

(Include Zip Code)

SIGN HERE
(Please Complete Substitute Form W-9 below)

Signature(s) of Owner(s)

Dated: _____, 1994

(Must be signed by registered holder(s) exactly as name(s) appear(s) on stock certificate(s) or on a security position listing or by person(s) authorized to become registered holder(s) by certificates and documents transmitted herewith. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, please set forth full title and see Instruction 5.)

Name(s):

(Please Print)

Capacity (full title) (See Instruction 5):

Address:

(Include Zip Code)

Area Code and Telephone No.:

GUARANTEE OF SIGNATURE(S)
(See Instructions 1 and 5)

Authorized Signature:

Name:

Name of Firm:

Address:

(Include Zip Code)

Area Code and Telephone No.:

Dated: _____, 1994

INSTRUCTIONS

FORMING PART OF THE TERMS AND CONDITIONS OF THE OFFER

1. **GUARANTEE OF SIGNATURES.** Except as otherwise provided below, all signatures on this Letter of Transmittal must be guaranteed by a bank, broker, dealer, credit union, savings association or other entity that is a member of a recognized Medallion Program approved by The Securities Transfer Association, Inc. (an "Eligible Institution"). Signatures on this Letter of Transmittal need not be guaranteed (a) if this Letter of Transmittal is signed by the registered holder(s) of the Shares (which term, for purposes of this document, shall include any participant in one of the Book-Entry Transfer Facilities whose name appears on a security position listing as the owner of Shares) tendered herewith and such holder(s) have not completed the instruction entitled "Special Payment Instructions" on this Letter of Transmittal or (b) if such Shares are tendered for the account of an Eligible Institution. See Instruction 5.

2. **DELIVERY OF LETTER OF TRANSMITTAL AND SHARES.** This Letter of Transmittal is to be used either if certificates are to be forwarded herewith or if delivery of Shares is to be made by book-entry transfer pursuant to the procedures set forth in Section 3 of the Offer to Purchase. Certificates for all physically delivered Shares, or a confirmation of a book-entry transfer into the Depository's account at one of the Book-Entry Transfer Facilities of all Shares delivered electronically, as well as a properly completed and duly executed Letter of Transmittal (or facsimile thereof) and any other documents required by this Letter of Transmittal, must be received by the Depository at one of its addresses set forth on the front page of this Letter of Transmittal by the Expiration Date. Stockholders who cannot deliver their Shares and all other required documents to the Depository by the Expiration Date must tender their Shares pursuant to the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase. Pursuant to such procedure: (a) such tender must be made by or through an Eligible Institution, (b) a properly completed and duly executed Notice of Guaranteed Delivery substantially in the form provided by the Merger Subsidiary must be received by the Depository by the Expiration Date and (c) the certificates for all physically delivered Shares, or a confirmation of a book-entry transfer into the Depository's account at one of the Book-Entry Transfer Facilities of all Shares delivered electronically, as well as a properly completed and duly executed Letter of Transmittal (or facsimile thereof) and any other documents required by this Letter of Transmittal, must be received by the Depository within five trading days on the NASDAQ National Market System after the date of execution of such Notice of Guaranteed Delivery, all as provided in Section 3 of the Offer to Purchase.

THE METHOD OF DELIVERY OF SHARES AND ALL OTHER REQUIRED DOCUMENTS IS AT THE OPTION AND RISK OF THE TENDERING STOCKHOLDER. IF CERTIFICATES FOR SHARES ARE SENT BY MAIL, REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED, IS RECOMMENDED.

No alternative, conditional or contingent tenders will be accepted, and no fractional Shares will be purchased. By executing this Letter of Transmittal (or facsimile thereof), the tendering stockholder waives any right to receive any notice of the acceptance for payment of the Shares.

3. **INADEQUATE SPACE.** If the space provided herein is inadequate, the certificate numbers and/or the number of Shares should be listed on a separate schedule attached hereto.

4. **PARTIAL TENDERS (NOT APPLICABLE TO STOCKHOLDERS WHO TENDER BY BOOK-ENTRY TRANSFER).** If fewer than all the Shares represented by any certificate delivered to the Depository are to be tendered, fill in the number of Shares which are to be tendered in the box entitled "Number of Shares Tendered". In such case, a new certificate for the remainder of the Shares represented by the old certificate will be sent to the person(s) signing this Letter of Transmittal, unless otherwise provided in the appropriate box on this Letter of Transmittal, as promptly as practicable following the expiration or termination of the Offer. All Shares represented by certificates delivered to the Depository will be deemed to have been tendered unless otherwise indicated.

5. **SIGNATURES ON LETTER OF TRANSMITTAL; STOCK POWERS AND ENDORSEMENTS.** If this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, the signature(s) must correspond with the name(s) as written on the face of the certificates without alteration, enlargement or any change whatsoever.

If any of the Shares tendered hereby is held of record by two or more joint owners, all such owners must sign this Letter of Transmittal.

If any of the Shares tendered hereby are registered in different names on different certificates, it will be necessary to complete, sign and submit as many separate Letters of Transmittal as there are different registrations of certificates.

If this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, no endorsements of certificates or separate stock powers are required unless payment of the purchase price is to be made, or Shares not tendered or not purchased are to be returned, in the name of any person other than the registered holder(s). Signatures on any such certificates or stock powers must be guaranteed by an Eligible Institution.

If this Letter of Transmittal is signed by a person other than the registered holder(s) of the Shares tendered hereby, certificates must be endorsed or accompanied by appropriate stock powers, in either case, signed exactly as the name(s) of the registered holder(s) appear(s) on the certificates for such Shares. Signature(s) on any such certificates or stock powers must be guaranteed by an Eligible Institution.

If this Letter of Transmittal or any certificate or stock power is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, such person should so indicate when signing, and proper evidence satisfactory to the Merger Subsidiary of the authority of such person so to act must be submitted.

6. STOCK TRANSFER TAXES. The Merger Subsidiary will pay any stock transfer taxes with respect to the sale and transfer of any Shares to it or its order pursuant to the Offer. If, however, payment of the purchase price is to be made to, or Shares not tendered or not purchased are to be registered in the name of, any person other than the registered holder(s), the amount of any stock transfer taxes (whether imposed on the registered holder(s), such other person or otherwise) payable on account of the transfer to such person will be deducted from the purchase price unless satisfactory evidence of the payment of such taxes, or exemption therefrom, is submitted.

7. SPECIAL PAYMENT AND DELIVERY INSTRUCTIONS. If the check for the purchase price of any Shares purchased is to be issued, or any Shares not tendered or not purchased are to be returned, in the name of a person other than the person(s) signing this Letter of Transmittal or if the check or any certificates for Shares not tendered or not purchased are to be mailed to someone other than the person(s) signing this Letter of Transmittal or to the person(s) signing this Letter of Transmittal at an address other than that shown above, the appropriate boxes on this Letter of Transmittal should be completed. Stockholders tendering Shares by book-entry transfer may request that Shares not purchased be credited to such account at any of the Book-Entry Transfer Facilities as such Stockholder may designate under "Special Payment Instructions". If no such instructions are given, any such Shares not purchased will be returned by crediting the account at the Book-Entry Transfer Facilities designated above.

8. WAIVER OF CONDITIONS. Subject to the terms of the Offer, the Merger Subsidiary reserves the absolute right in its sole discretion to waive any of the specified conditions of the Offer (other than the Minimum Condition), in whole or in part, in the case of any Shares tendered.

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING OF 31% OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE OFFER. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU CHECKED THE BOX IN PART 3 OF SUBSTITUTE FORM W-9.

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and either (1) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office, or (2) I intend to mail or deliver an application in the near future. I understand that if I do not provide a taxpayer identification number within sixty (60) days, 31% of all reportable payments made to me thereafter will be withheld, until I provide a number.

Signature _____ Date _____, 1994

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION
NUMBER ON SUBSTITUTE FORM W-9

GUIDELINES FOR DETERMINING THE PROPER IDENTIFICATION NUMBER TO GIVE THE PAYER. -- Social Security numbers have nine digits separated by two hyphens: i.e. 000-00-0000. Employer identification numbers have nine digits separated by only one hyphen: i.e. 00-0000000. The table below will help determine the number to give the payer.

FOR THIS TYPE OF ACCOUNT:	GIVE THE SOCIAL SECURITY NUMBER OF --
1. An individual's account	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, any one of the individuals(1)
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor(2)
4. (a) The usual revocable savings trust account (grantor is also trustee)	The grantor-trustee(1)
(b) So-called trust account that is not a legal or valid trust under State law	The actual owner(1)
5. Sole proprietorship account	The owner(3)

FOR THIS TYPE OF ACCOUNT:	GIVE THE EMPLOYER IDENTIFICATION NUMBER --
6. A valid trust, estate, or pension trust	The legal entity (Do not furnish the identifying number of the personal representative or trustee unless the legal entity itself is not designated in the account title.)(4)
7. Corporate account	The corporation
8. Religious, charitable, or educational organization account	The organization
9. Partnership	The partnership
10. Association, club, or other tax-exempt organization	The organization
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a State or local government, school district, or prison) that receives agricultural program payments	The public entity

(1) List first and circle the name of the person whose number you furnish.

(2) Circle the minor's name and furnish the minor's social security number.

(3) Show the name of the owner. You may also enter your business name. You may use your Social Security Number or Employer Identification Number.

(4) List first and circle the name of the legal trust, estate, or pension trust.

NOTE: If no name is circled when there is more than one name, the number will be considered to be that of the first name listed.

OBTAINING A NUMBER

If you don't have a taxpayer identification number or you don't know your number, obtain Form SS-5, Application for a Social Security Number Card, or Form SS-4, Application for Employer Identification Number, at the local office of the Social Security Administration or the Internal Revenue Service and apply for a number.

PAYEES EXEMPT FROM BACKUP WITHHOLDING

Payees specifically exempted from backup withholding on ALL payments include the following:

- A corporation.
- A financial institution.
- An organization exempt from tax under section 501(a), or an individual retirement plan.
- The United States or any agency or instrumentality thereof.
- A State, the District of Columbia, a possession of the United States, or any subdivision or instrumentality thereof.
- A foreign government, a political subdivision of a foreign government, or any agency or instrumentality thereof.
- An international organization or any agency, or instrumentality thereof.
- A registered dealer in securities or commodities registered in the U.S. or a possession of the U.S.
- A real estate investment trust.
- A common trust fund operated by a bank under section 584(a).
- An exempt charitable remainder trust, or a non-exempt trust described in section 4947(a)(1).
- An entity registered at all times under the Investment Company Act of 1940.
- A foreign central bank of issue.

Payments of dividends and patronage dividends not generally subject to backup withholding include the following:

- Payments to nonresident aliens subject to withholding under section 1441.
- Payments to partnerships not engaged in a trade or business in the U.S. and which have at least one nonresident partner.
- Payments of patronage dividends where the amount received is not paid in money.
- Payments made by certain foreign organizations.

Payments of interest not generally subject to backup withholding include the following:

- Payments of interest on obligations issued by individuals. Note: You may be subject to backup withholding if this interest is \$600 or more and is paid in the course of the payer's trade or business and you have not provided your correct taxpayer identification number to the payer.
- Payments of tax-exempt interest (including exempt-interest dividends under section 852).
- Payments described in section 6049(b)(5) to non-resident aliens.
- Payments on tax-free covenant bonds under section 1451.
- Payments made by certain foreign organizations.
- Payments made by certain foreign organizations.

Exempt payees described above should file Form W-9 to avoid possible erroneous backup withholding. FILE THIS FORM WITH THE PAYER, FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER, WRITE "EXEMPT" ON THE FACE OF THE FORM, AND RETURN IT TO THE PAYER. IF THE PAYMENTS ARE INTEREST, DIVIDENDS, OR PATRONAGE DIVIDENDS, ALSO SIGN AND DATE THE FORM.

Certain payments other than interest, dividends, and patronage dividends, that are not subject to information reporting are also not subject to backup withholding. For details, see the regulations under sections 6041, 6041A(a), 6045, and 6050A.

PRIVACY ACT NOTICE -- Section 6109 requires most recipients of dividend, interest, or other payments to give taxpayer identification numbers to payers who must report the payments to IRS. IRS uses the numbers for identification purposes. Payers must be given the numbers whether or not recipients are required to file tax returns. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not furnish a taxpayer identification number to a payer. Certain penalties may also apply.

PENALTIES

- (1) PENALTY FOR FAILURE TO FURNISH TAXPAYER IDENTIFICATION NUMBER -- If you fail to furnish your taxpayer identification number to a payer, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.
- (2) CIVIL PENALTY FOR FALSE INFORMATION WITH RESPECT TO WITHHOLDING -- If you make a false statement with no reasonable basis which results in no imposition of backup withholding, you are subject to a penalty of \$500.
- (3) CRIMINAL PENALTY FOR FALSIFYING INFORMATION -- Falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment. FOR ADDITIONAL INFORMATION CONTACT YOUR TAX CONSULTANT OR THE INTERNAL REVENUE SERVICE.

The Depository for the Offer is
CHEMICAL BANK

By Mail:	By Facsimile Transmission (for eligible financial institutions only):	By Hand or Overnight Delivery:
Chemical Bank Reorganization Department P.O. Box 3085 G.P.O. Station New York, New York 10116-3085	(212) 629-8015 (212) 629-8016 Confirm by telephone: (212) 613-7137 CALL TOLL FREE: (800) 648-8169	Chemical Bank 55 Water Street Second Floor -- Room 234 New York, New York 10041 Attn: Reorganization Department

The Information Agent for the Offer is:

D.F. KING & CO., INC.

77 Water Street
New York, New York 10005
(212) 269-5550 (Collect)
(800) 669-5550 (Toll Free)

NOTICE OF GUARANTEED DELIVERY
 FOR
 TENDER OF SHARES OF COMMON STOCK
 (INCLUDING THE ASSOCIATED RIGHTS)
 OF
 THE ASK GROUP, INC.

This Notice of Guaranteed Delivery, or one substantially in the form hereof, must be used to accept the Offer (as defined below) if certificates representing shares of Common Stock, par value \$.01 per share (including the associated Rights), of The ASK Group, Inc., a Delaware corporation (the "Company"), are not immediately available or the procedures for book-entry transfer cannot be completed on a timely basis or time will not permit all required documents to reach Chemical Bank (the "Depositary") prior to the expiration of the Offer. Such form may be delivered by hand, facsimile transmission or mail to the Depositary. See Section 3 of the Offer to Purchase.

THE DEPOSITARY:

CHEMICAL BANK

By Facsimile Transmission (for
 eligible financial
 institutions only):

By Mail:

By Hand or Overnight Delivery:

Chemical Bank
 Reorganization Department
 P.O. Box 3085
 G.P.O. Station
 New York, New York 10116-3085

(212) 629-8015
 (212) 629-8016
 Confirm by telephone:
 (212) 613-7137
 CALL TOLL FREE:
 (800) 648-8169

Chemical Bank
 55 Water Street
 Second Floor -- Room 234
 New York, New York 10041
 Attn: Reorganization Department

DELIVERY OF THIS INSTRUMENT TO AN ADDRESS, OR TRANSMISSION OF INSTRUCTIONS VIA A FACSIMILE NUMBER, OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY.

THIS FORM IS NOT TO BE USED TO GUARANTEE SIGNATURES. IF A SIGNATURE ON A LETTER OF TRANSMITTAL IS REQUIRED TO BE GUARANTEED BY AN ELIGIBLE INSTITUTION UNDER THE INSTRUCTIONS THERETO, SUCH SIGNATURE GUARANTEE MUST APPEAR IN THE APPLICABLE SPACE PROVIDED IN THE SIGNATURE BOX ON THE APPROPRIATE LETTER OF TRANSMITTAL.

Ladies and Gentlemen:

The undersigned hereby tenders to Speedbird Merge, Inc., a Delaware corporation (the "Merger Subsidiary"), upon the terms and subject to the conditions set forth in the Offer to Purchase dated May 25, 1994 (the "Offer to Purchase") and the related Letter of Transmittal (which together constitute the "Offer"), receipt of which is hereby acknowledged, _____ shares of Common Stock, \$.01 par value (including the associated Rights) (collectively, the "Shares"), of The ASK Group, Inc., a Delaware corporation, pursuant to the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase.

Name(s) of Record Holder(s):

Certificate No(s).
(if available):

(Please Print)

Address(es):

(Zip Code)

Area Code and Tel. No.:

(Daytime telephone number)

(Check one box if Shares will be tendered by book-entry transfer)

- The Depository Trust Company
- Midwest Securities Trust Company
- Philadelphia Depository Trust Company

Account Number:

Signature(s):

Dated: _____, 1994

GUARANTEE
(Not to be used for signature guarantee)

The undersigned, an Eligible Institution (as such term is defined in Section 3 of the Offer to Purchase), hereby guarantees to deliver to the Depository the certificates representing Shares tendered hereby, in proper form for transfer, or a confirmation of a book-entry transfer into the Depository's account at one of the Book-Entry Transfer Facilities (as such term is defined in Section 3 of the Offer to Purchase) with respect to such Shares, in either case together with a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile thereof), with any other documents required by the Letter of Transmittal, all within five trading days on the NASDAQ National Market System after the date hereof.

Name of Firm: _____

 _____ (Authorized Signature)

Address: _____ Name: _____
 (Please type or print) _____

_____ Title: _____
 _____ (Zip Code)

Area Code and Tel. No.: _____ Date: _____

NOTE: DO NOT SEND CERTIFICATES FOR SHARES WITH THIS NOTICE OF GUARANTEED DELIVERY. CERTIFICATES FOR SHARES SHOULD BE SENT ONLY TOGETHER WITH YOUR LETTER OF TRANSMITTAL.

OFFER TO PURCHASE FOR CASH
ALL OUTSTANDING SHARES OF COMMON STOCK
(INCLUDING THE ASSOCIATED RIGHTS)

OF

THE ASK GROUP, INC.

AT

\$13.25 NET PER SHARE

BY

SPEEDBIRD MERGE, INC.
a wholly owned subsidiary of

COMPUTER ASSOCIATES INTERNATIONAL, INC.

May 25, 1994

To Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees:

We are enclosing the material listed below in connection with the offer by Speedbird Merge, Inc. (the "Merger Subsidiary"), a Delaware corporation and a wholly owned subsidiary of Computer Associates International, Inc., a Delaware corporation, to purchase all outstanding shares of Common Stock, \$.01 par value, including the associated Rights (the "Shares"), of The ASK Group, Inc., a Delaware corporation (the "Company"), at \$13.25 per Share, net to the seller in cash, upon the terms and subject to the conditions set forth in the Merger Subsidiary's Offer to Purchase, dated May 25, 1994, and the related Letter of Transmittal (which together constitute the "Offer").

For your information and for forwarding to your clients for whom you hold Shares registered in your name or in the name of your nominee, we are enclosing the following documents:

1. Offer to Purchase, dated May 25, 1994;
2. Letter of Transmittal for your use and for the information of your clients, together with Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 providing information relating to backup federal income tax withholding;

3. Notice of Guaranteed Delivery to be used to accept the Offer if the Shares and all other required documents cannot be delivered to the Depositary by the Expiration Date (as defined in the Offer to Purchase);
4. A form of letter which may be sent to your clients for whose accounts you hold Shares registered in your name or in the name of your nominee, with space provided for obtaining such clients' instructions with regard to the Offer; and
5. Return envelope addressed to Chemical Bank, the Depositary.

WE URGE YOU TO CONTACT YOUR CLIENTS AS PROMPTLY AS POSSIBLE.

THE OFFER AND WITHDRAWAL RIGHTS EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON WEDNESDAY, JUNE 22, 1994, UNLESS THE OFFER IS EXTENDED.

The Merger Subsidiary will not pay any fees or commissions to any broker or dealer or other person (other than the Information Agent or the Depositary as described in the Offer to Purchase) for soliciting tenders of Shares pursuant to the Offer. The Merger Subsidiary will, however, upon request, reimburse brokers, dealers, commercial banks and trust companies for reasonable and necessary costs and expenses incurred by them in forwarding materials to their customers. The Merger Subsidiary will pay all stock transfer taxes applicable to its purchase of Shares pursuant to the Offer, subject to Instruction 6 of the Letter of Transmittal.

Any inquiries you may have with respect to the Offer should be addressed to, and additional copies of the enclosed materials may be obtained from, the Information Agent or the undersigned at the addresses and telephone numbers set forth on the back cover of the Offer to Purchase.

Very truly yours,

SPEEDBIRD MERGE, INC.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU THE AGENT OF SPEEDBIRD MERGE, INC., COMPUTER ASSOCIATES INTERNATIONAL, INC., THE INFORMATION AGENT OR THE DEPOSITARY, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENT ON BEHALF OF ANY OF THEM IN CONNECTION WITH THE OFFER OTHER THAN THE DOCUMENTS ENCLOSED HERewith AND THE STATEMENTS CONTAINED THEREIN.

OFFER TO PURCHASE FOR CASH
ALL OUTSTANDING SHARES OF COMMON STOCK
(INCLUDING THE ASSOCIATED RIGHTS)

OF

THE ASK GROUP, INC.

AT

\$13.25 NET PER SHARE

BY

SPEEDBIRD MERGE, INC.
a wholly owned subsidiary of

COMPUTER ASSOCIATES INTERNATIONAL, INC.

To Our Clients:

Enclosed for your consideration are the Offer to Purchase, dated May 25, 1994 (the "Offer to Purchase"), and the related Letter of Transmittal (which together constitute the "Offer") in connection with the offer by Speedbird Merge, Inc. (the "Merger Subsidiary"), a Delaware corporation and a wholly owned subsidiary of Computer Associates International, Inc., a Delaware corporation, to purchase for cash all outstanding shares of Common Stock, \$.01 par value, including the associated Rights (the "Shares"), of The ASK Group, Inc., a Delaware corporation (the "Company"), at a purchase price of \$13.25 per share, net to the seller in cash, upon the terms and subject to the conditions set forth in the Offer.

Holders of Shares whose certificates for such Shares (the "Certificates") are not immediately available or who cannot deliver their Certificates and all other required documents to the Depositary or complete the procedures for book-entry transfer prior to the Expiration Date (as defined in Section 3 of the Offer to Purchase) must tender their Shares according to the guaranteed delivery procedures set forth under Section 3 in the Offer to Purchase. We are the holder of record of Shares held for your account. A tender of such Shares can be made only by us as the holder of record and pursuant to your instructions. The Letter of Transmittal is furnished to you for your information only and cannot be used by you to tender Shares held by us for your account.

We request instructions as to whether you wish us to tender any or all of the Shares held by us for your account, upon the terms and subject to the conditions set forth in the Offer.

Your attention is directed to the following:

1. The tender price is \$13.25 per Share, net to you in cash.
2. The Offer and withdrawal rights expire at 12:00 Midnight, New York City time, on Wednesday, June 22, 1994, unless the Offer is extended.
3. The Offer is conditioned upon, among other things, there being validly tendered by the Expiration Date and not withdrawn a number of Shares which, together with the Shares then owned by the Merger Subsidiary and the Buyer, would represent at least a majority of the Fully Diluted Shares (as defined in the Offer to Purchase).
4. Any stock transfer taxes applicable to the sale of Shares to the Merger Subsidiary pursuant to the Offer will be paid by the Merger Subsidiary, except as otherwise provided in Instruction 6 of the Letter of Transmittal.
5. The Board of Directors of the Company has unanimously determined that the Offer and the Merger are fair to and in the best interest of the Stockholders of the Company and unanimously recommends that Stockholders of the Company accept the Offer and tender their Shares.

If you wish to have us tender any or all of your Shares, please so instruct us by completing, executing, detaching and returning to us the instruction form on the detachable part hereof. An envelope to return your instructions to us is enclosed. If you authorize tender of your Shares, all such Shares will be tendered unless otherwise specified on the detachable part hereof. Your instructions should be forwarded to us in ample time to permit us to submit a tender on your behalf by the expiration of the Offer.

The Offer is not being made to, nor will tenders be accepted from or on behalf of, holders of Shares in any jurisdiction in which the making of the Offer or acceptance thereof would not be in compliance with the laws of such jurisdiction.

INSTRUCTIONS WITH RESPECT TO
 OFFER TO PURCHASE FOR CASH
 ALL OUTSTANDING SHARES OF COMMON STOCK
 OF
 THE ASK GROUP, INC.

The undersigned acknowledge(s) receipt of your letter and the enclosed Offer to Purchase, dated May 25, 1994, and the related Letter of Transmittal, in connection with the offer by Speedbird Merge Inc. to purchase all outstanding shares of Common Stock, \$.01 par value, inclusive of the associated Rights (the "Shares"), of The ASK Group, Inc.

This will instruct you to tender the number of Shares indicated below held by you for the account of the undersigned, upon the terms and subject to the conditions set forth in the Offer to Purchase and the related Letter of Transmittal.

Dated: _____, 1994

Number of Shares
 to be Tendered
 _____ Shares*

 (Signature)

 Please Print Names(s)

 Address

 Include Zip Code

 Area Code and
 Telephone No.

 Taxpayer Identification
 or Social Security No.

 * Unless otherwise indicated, it will be assumed that all Shares held by us for your account are to be tendered.

EXHIBIT 99(a)(6)

Contacts: Bob Gordon, (CA), 516-342-2391
Deborah Coughlin, (CA), 516-342-2173

Margaret Epperheimer, (ASK), 408-562-8545
Gary Filler, (ASK), 408-562-8472

COMPUTER ASSOCIATES TO ACQUIRE THE ASK GROUP

ISLANDIA, N.Y., May 19, 1994 -- Computer Associates International, Inc. and The ASK Group, Inc. have entered into a definitive agreement providing for CA's acquisition of the ASK Group through a cash tender offer. A wholly-owned subsidiary of CA will offer to purchase all outstanding shares of The ASK Group Inc.'s common stock at \$13.25 per share. The definitive agreement has been unanimously approved by the Boards of Directors of the ASK Group and Computer Associates.

The tender offer, which will commence shortly, will involve the offer to purchase an amount of shares such that, upon consummation, CA will own at least a majority of the outstanding shares. It will also be conditioned, among other things, on the expiration or termination of any applicable antitrust waiting period and the receipt of all regulatory approvals.

"We're excited to have the opportunity to include the ASK people, products and clients in the CA family," said CA Chairman and CEO Charles B. Wang. "Not only will it add to our own rapidly-growing client/server offerings, but we expect the product synergy to pay real dividends to all our clients and shareholders."

"The thousands of customers committed to the ASK products, including Open INGRES, Open ROAD, ManMan/X, and SIM/400 manufacturing software, will now have the assurance of an association with the leading force in mission-critical client/server computing," said ASK CEO Eric Carlson, "The ASK/CA combination is the best possible outcome for the employees, shareholders and customers of ASK, and we look forward to working with CA."

Following completion of the tender offer, it is expected that the subsidiary of CA will be merged into the ASK Group and all of the ASK Group's shares not owned by CA will be converted into the right to receive \$13.25 per share in cash.

In entering into the definitive agreement, the ASK Group has amended its outstanding stockholder rights plan to provide that the acquisition can be completed without causing outstanding stock purchase rights to become exercisable. The rights will be acquired by CA as part of the \$13.25 per share price.

(more)

EDS and Hewlett-Packard, the two largest shareholders of the ASK Group, have agreed to tender their shares, representing an aggregate of 27 percent of the outstanding shares, to CA.

Computer Associates International, Inc. (NYSE: CA), 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. Calendar year 1993 revenues exceeded \$2 billion.

The ASK Group, Inc. is the leading developer and integrator of strategic business software, providing corporations with the technologies to build, connect, manage and maintain information systems. With revenues of \$426 million for the fiscal year ended June 30, 1993, the company employs 2,000 people in 82 offices who serve customers worldwide.

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All referenced product names are trademarks of their respective companies.

This announcement is not an offer to purchase or a solicitation of an offer to sell Shares. The Offer is made solely by the Offer to Purchase dated May 25, 1994 and the related Letter of Transmittal and is not being made to, nor will tenders be accepted from or on behalf of, holders of Shares in any jurisdiction in which the making of the Offer or acceptance thereof would not be in compliance with the laws of such jurisdiction. In those jurisdictions where the applicable laws require that the Offer be made by a licensed broker or dealer, the Offer shall be deemed to be made on behalf of the Merger Subsidiary by one or more registered brokers licensed under the laws of such jurisdiction.

NOTICE OF OFFER TO PURCHASE FOR CASH

ALL OUTSTANDING SHARES OF COMMON STOCK
(INCLUDING THE ASSOCIATED RIGHTS DESCRIBED HEREIN)

OF

THE ASK GROUP, INC.

AT

\$13.25 NET PER SHARE
(INCLUDING THE ASSOCIATED RIGHTS DESCRIBED HEREIN)

BY

SPEEDBIRD MERGE, INC.

A WHOLLY OWNED SUBSIDIARY OF

COMPUTER ASSOCIATES INTERNATIONAL, INC.

Speedbird Merge, Inc. (the "Merger Subsidiary"), a Delaware corporation and a wholly owned subsidiary of Computer Associates International, Inc., a Delaware corporation (the "Buyer"), is offering to purchase all outstanding shares of Common Stock, \$0.01 par value, of The ASK Group, Inc., a Delaware corporation (the "Company"), including the associated Common Stock Purchase Rights (the "Rights") issued pursuant to the Rights Agreement dated as of August 15, 1990, as amended (the "Rights Agreement"), between the Company and The First National Bank of Boston (the shares and the Rights collectively referred to as the "Shares"), at \$13.25 per Share, net to the seller in cash, upon the terms and subject to the conditions set forth in the Offer to Purchase dated May 25, 1994 (the "Offer to Purchase") and in the related Letter of Transmittal (which together constitute the "Offer").

THE OFFER AND WITHDRAWAL RIGHTS EXPIRE AT 12:00
MIDNIGHT, NEW YORK CITY TIME, ON WEDNESDAY,
JUNE 22, 1994, UNLESS THE OFFER IS EXTENDED.

THE OFFER IS CONDITIONED UPON, AMONG OTHER THINGS, THERE BEING VALIDLY TENDERED BY THE EXPIRATION DATE (AS DEFINED IN THE OFFER TO PURCHASE) AND NOT WITHDRAWN A NUMBER OF SHARES WHICH, TOGETHER WITH THE SHARES THEN OWNED BY THE BUYER AND THE MERGER SUBSIDIARY, WOULD REPRESENT AT LEAST A MAJORITY OF THE FULLY DILUTED SHARES (AS DEFINED IN THE OFFER TO PURCHASE) (THE "MINIMUM CONDITION").

THE BOARD OF DIRECTORS OF THE COMPANY HAS UNANIMOUSLY DETERMINED THAT THE OFFER AND THE TRANSACTIONS CONTEMPLATED BY THE MERGER AGREEMENT ARE FAIR TO, AND IN THE BEST INTERESTS OF, THE STOCKHOLDERS OF THE COMPANY, HAS UNANIMOUSLY APPROVED THE OFFER AND THE TRANSACTIONS CONTEMPLATED BY THE MERGER AGREEMENT, AND UNANIMOUSLY RECOMMENDS THAT THE STOCKHOLDERS OF THE COMPANY ACCEPT THE OFFER AND TENDER THEIR SHARES.

The Offer is subject to certain conditions set forth in the Offer to Purchase. If any such condition is not satisfied, the Merger Subsidiary may (i) terminate the Offer and return all tendered Shares to tendering stockholders, (ii) extend the Offer and, subject to withdrawal rights as set forth below, retain all such Shares until the expiration of the Offer as so extended, (iii) waive such condition (except the Minimum Condition) and, subject to any requirement to extend the time during which the Offer is open, purchase all Shares validly tendered by the Expiration Date and not withdrawn or (iv) delay acceptance for payment of or payment for Shares, subject to applicable law, until satisfaction or waiver of the conditions to the Offer.

The Offer is being made pursuant to an Agreement and Plan of Merger dated as of May 18, 1994 (the "Merger Agreement") among the Company, the Buyer and the Merger Subsidiary, which has been unanimously approved by the Company's Board of Directors. The Merger Agreement provides, among other things, for the making of the Offer by the Merger Subsidiary, and also provides that the Merger Subsidiary will be merged into the Company (the "Merger"), with the Company continuing as the surviving corporation (the "Surviving Corporation"). Pursuant to the Merger Agreement, at the effective time of the Merger, each outstanding Share (other than Shares owned, directly or indirectly, by the Buyer or its subsidiaries or held by the Company as treasury stock (which shall be cancelled) or by Stockholders exercising appraisal rights under Delaware law) will be converted into a right to receive \$13.25 in cash, without interest.

The Merger Subsidiary and certain of the Stockholders of the Company (collectively, the "Principal Stockholders") have entered into a Stockholder Option Agreement dated as of May 18, 1994 (the "Stockholder Option Agreement") pursuant to which the Principal Stockholders granted the Merger Subsidiary irrevocable options to purchase, subject to certain conditions, for a price of \$13.25 per Share, or to cause to be tendered pursuant to the Offer, an aggregate of 6,033,803 outstanding Shares. Upon execution of the Merger Agreement, the Company also amended its Rights Agreement to make it and the Rights issued thereunder inapplicable to the Offer, the Merger and the Stockholder Option Agreement.

The Merger Subsidiary reserves the right, at any time or from time to time, and regardless of whether or not any of the conditions to the Offer have been satisfied (except to the extent otherwise provided in the Merger Agreement), to extend the period of time during which the Offer is open by giving oral or written notice of such extension to the Depositary (as defined

below). Any such extension will be followed as promptly as practicable by public announcement thereof.

For purposes of the Offer, the Merger Subsidiary shall be deemed to have accepted for payment tendered Shares when, as and if the Merger Subsidiary gives oral or written notice to Chemical Bank (the "Depositary") of its acceptance of the tenders of such Shares. Payment for Shares accepted for payment pursuant to the Offer will be made only after timely receipt by the Depositary of certificates for such Shares (or a confirmation of a book-entry transfer of such Shares into the Depositary's account at one of the Book-Entry Transfer Facilities (as defined in the Offer to Purchase)), a properly completed and duly executed Letter of Transmittal (or facsimile thereof) and any other required documents.

Tenders of Shares made pursuant to the Offer may be withdrawn at any time prior to the Expiration Date. Thereafter, such tenders are irrevocable, except that they may be withdrawn on or after July 25, 1994 unless theretofore accepted for payment as provided in this Offer to Purchase. For a withdrawal to be effective, a written or facsimile transmission notice of withdrawal must be timely received by the Depositary at one of its addresses set forth in the Offer to Purchase and must specify the name of the person who tendered the Shares to be withdrawn and the number of Shares to be withdrawn. If the Shares to be withdrawn have been delivered to the Depositary, a signed notice of withdrawal with (except in the case of Shares tendered by an Eligible Institution (as defined in the Offer to Purchase)) signatures guaranteed by an Eligible Institution must be submitted prior to the release of such Shares. In addition, such notice must specify, in the case of Shares tendered by delivery of certificates, the name of the registered holder (if different from that of the tendering stockholder) and the serial numbers shown on the particular certificates evidencing the Shares to be withdrawn or, in the case of Shares tendered by book-entry transfer, the name and number of the account at one of the Book-Entry Transfer Facilities to be credited with the withdrawn Shares.

The information required to be disclosed by paragraph (e)(1)(vii) of Rule 14d-6 of the General Rules and Regulations under the Securities Exchange Act of 1934 is contained in the Offer to Purchase and is incorporated herein by reference.

The Company has provided the Merger Subsidiary with the Company's stockholder list and security position listings for the purpose of disseminating the Offer to holders of Shares. The Offer to Purchase and the related Letter of Transmittal will be mailed to record holders of Shares and will be furnished to brokers, banks and similar persons whose names, or the names of whose nominees, appear on the stockholder list or, if applicable, who are listed as participants in a clearing agency's security position listing for subsequent transmittal to beneficial owners of Shares.

The Offer to Purchase and Letter of Transmittal contain important information which should be read before any decision is made with respect to the Offer. Requests for copies of the Offer to Purchase and the related Letter of Transmittal and other tender offer materials may be directed to the Information Agent as set forth below, and copies will be furnished promptly at the Merger Subsidiary's expense.

The Information Agent is:

D.F. KING & CO., INC.
77 Water Street
New York, New York
10005
(212) 269-5550 (Collect)
1-800-669-5550 (Toll Free)

May 25, 1994

FIRST AMENDMENT

AMENDMENT dated as of November 13, 1992 between Computer Associates International, Inc. (the "Borrower"), the banks and other financial institutions parties to the Credit Agreement (as defined below) (the "Banks") and Credit Suisse, as Agent (the "Agent").

WHEREAS, the Borrower, the Banks and the Agent are parties to a Credit Agreement dated as of December 9, 1991 (the "Credit Agreement"); and

WHEREAS, the Borrower has requested that the Banks and the Agent amend certain provisions of the Credit Agreement as provided in this Amendment; and

WHEREAS, the Banks and the Agent are willing to agree to the amendments and waivers set forth in this Amendment;

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. DEFINITIONS.

Unless otherwise defined herein, terms defined in the preamble and recitals to this Amendment shall have their defined meanings when used herein, terms defined in the Credit Agreement shall have the meaning specified therein when used in this Amendment, and the terms defined in Section 2.1 hereof shall, for purposes of this Amendment, have the meanings set forth therein.

SECTION 2. AMENDMENTS.

Section 2.1. Defined Terms. Section 1.1 of the Credit Agreement is hereby amended by adding, in the appropriate alphabetical order, the following new term:

"Term Loan Agreement" means the credit agreement dated as of November 13, 1992 between Borrower, the banks and other financial institutions parties thereto and Credit Suisse as Agent providing for a \$175,000,000 term loan facility for Borrower, as the same may from time to time be amended, modified, supplemented, extended, renewed or refinanced.

Section 2.2. Permitted Liens. Section 5.2(a) of the Credit Agreement is hereby amended by (a) renumbering clause (xiii) as clause (xiv) and (b) adding immediately after clause (xii) the following new provisions:

(xiii) Liens on the collateral granted pursuant to the Term Loan Agreement;

SECTION 3. REPRESENTATIONS AND WARRANTIES.

In order to induce the Banks and the Agent to enter into this Amendment, the Borrower represents and warrants to each of the Banks and the Agent that:

3.1. Loan Documents. Each of the representations and warranties contained in the Credit Documents is true and correct, as if made by Borrower on the date hereof; provided that each of other representations and warranties in the Credit Agreement is hereby amended so that all references therein to "this Agreement" shall be deemed a reference to the Credit Agreement, as well as the Credit Agreement as modified by this Amendment, and all references therein to "Credit Documents" shall be deemed a reference to the existing Credit Documents and to this Amendment, as well as the existing Credit Documents as modified by this Amendment.

3.2. Binding Agreements. Borrower has all requisite power, authority and legal right to execute, deliver and perform all of its obligations under this Amendment. This Amendment has been duly authorized, executed and delivered by or on behalf of Borrower. This Amendment is a legal, valid and binding obligation of the Borrower, enforceable against Borrower in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting the enforcement of creditors' rights generally. The execution, delivery and performance by Borrower of this Amendment do not and will not conflict with, or result in a violation or breach of, or constitute a default under, or result in the creation or imposition of a Lien on property of Borrower or any of its Subsidiaries under, or give to any person rights to cancel, terminate or suspend performance of their obligations to Borrower or any of its Subsidiaries under, or accelerate payments of amounts owed by Borrower or any of its Subsidiaries to others under:

(a) the certificate of incorporation or by-laws of Borrower or any of its Subsidiaries; or

(b) any law, rule, regulation, order, license or permit of any governmental authority or court; or

(c) any contract, lease, agreement, mortgage, deed, note, security, indenture, instrument or other document which is or becomes binding on Borrower or any of its Subsidiaries or property of Borrower or any of its Subsidiaries.

No consent, waiver, approval or authorization of, notice to, or declaration, registration or filing with, any governmental

authority or other Person is required in connection with the execution, delivery or performance by Borrower of this Amendment, or the consummation of any of the transactions contemplated thereby, except for any such consents, waivers, approvals, authorizations, notices, declarations, registrations and filings as have been duly obtained or made and are in full force and effect.

3.3. No Default. No Event of Default or event which, with the giving of notice, lapse of time or both, would constitute an Event of Default exists or will exist after giving effect to the transactions contemplated by this Amendment.

SECTION 4. CONDITIONS TO AMENDMENT.

The effectiveness of this Amendment is subject to the satisfaction of the following conditions:

4.1. Consents. This Amendment shall have been executed and delivered by Borrower and the Majority Banks. Agent shall be satisfied that all consents, estoppel certificates, subordination agreements, permits, licenses, registrations, filings or authorizations of any Person required to consummate any transactions contemplated by this Amendment shall have been obtained or made.

4.2. No Adverse Change. There shall not have occurred any material adverse change in Borrower(s) consolidated financial condition or results of operations.

4.3. Legal Matters. All legal matters and proceeding in connection with the transactions contemplated by this Amendment shall be satisfactory to Agent and counsel for the Banks, and Agent shall have received all such counterpart originals or certified or other copies of such documents and proceedings in connection with such transactions, in form and substance satisfactory to Agent, as Agent may from time to time reasonably request.

SECTION 5. MISCELLANEOUS.

5.1. Limited Effect. Except as expressly modified by this Amendment, the Credit Agreement is, and shall remain, in full force and effect in accordance with its terms. Nothing in this Amendment is or should be construed as a waiver by Agent or any bank of any Event of Default, or a waiver or modification by Agent or any Bank of any other provision of the Credit Agreement, except for the amendments expressly set forth herein.

5.2. Counterparts. This Amendment may be executed in any number of separate counterparts, each of which shall be an

original, and all of which, taken together, shall be deemed to constitute one and the same instrument.

5.3. Governing Law. This Amendment and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

5.4. Estoppel. Borrower acknowledges and agrees that the Credit Documents are valid, binding and enforceable in accordance with their respective terms and provisions, and there are presently no counterclaims, defenses or offsets which may be asserted with respect to the Credit Documents, or which may in any manner affect the collection or collectibility of the principal, interest and other sums evidenced and secured by the Credit Documents, nor is there presently any basis whatsoever for any such counter claim, defense or offset.

5.5. Costs and Expenses. Borrower agrees to pay or reimburse Agent on the effective date of this Amendment for all its out-of-pocket costs and expenses incurred in connection with the development, preparation and execution of this Amendment and any other document executed and delivered in connection herewith, including, without limitation, the disbursements and reasonable fees of counsel to the Banks. Borrower confirms that the provisions of this subsection 5.5 shall not be construed to limit in any way the provisions of Section 8.4 of the Credit Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

BORROWER: COMPUTER ASSOCIATES INTERNATIONAL, INC.

By: /s/ Charles P. McWade

Name: Charles P. McWade
Title: SVP & Treasurer

AGENT: CREDIT SUISSE, as Agent

By: /s/ Scott E. Zoellner

Name: Scott E. Zoellner
Title: Associate

By: /s/ Ira Lubinsky

Name: Ira Lubinsky
Title: Associate

BANKS:

CREDIT SUISSE

By: /s/ Scott E. Zoellner

Name: Scott E. Zoellner
Title: Associate

By: /s/ Ira Lubinsky

Name: Ira Lubinsky
Title: Associate

CHEMICAL BANK

By: /s/ Phyllis Sawyer

Name: Phyllis Sawyer
Title: Vice President

MELLON BANK, N.A.

By: /s/ David R. Evans

Name: David R. Evans
Title: Vice President

SHAWMUT BANK, N.A.

By: /s/ Frank Benesh

Name: Frank Benesh
Title: Vice President

NATIONAL WESTMINSTER BANK, U.S.A.

By: /s/ Jeffrey B. Carstens

Name: Jeffrey B. Carstnes
Title: Vice President

THE FUJI BANK, LIMITED

By: /s/ Taku Haki

Name: Taku Haki
Title: Vice President & Manager

THE BANK OF NOVA SCOTIA

By: /s/ Stephen Lockhart

Name: Stephen Lockhart
Title: Vice President

THE BANK OF NEW YORK

By:

Name:
Title:

THE BANK OF TOKYO TRUST COMPANY

By: /s/ Jean K. Reilly

Name: Jean K. Reilly
Title:

SECOND AMENDMENT

AMENDMENT dated as of July 30, 1993 between Computer Associates International, Inc. (the "Borrower"), the Banks and other financial institutions parties to the Credit Agreement (as defined below) (the "Banks") and Credit Suisse, as Agent (the "Agent").

WHEREAS, the Borrower, the Banks and the Agent are parties to a Credit Agreement dated as of December 9, 1991, as extended pursuant to the Agent's letter to Borrower dated August 4, 1992 (the "Credit Agreement"); and

WHEREAS, the Borrower has requested that the Banks and the Agent consent to certain amendments of the Credit Agreement as provided in this Amendment; and

WHEREAS, the Banks and the Agent are willing to consent to the amendments set forth in this Amendment;

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. DEFINITIONS.

Unless otherwise defined herein, terms defined in the preamble and recitals to this Amendment shall have their defined meanings when used herein, terms defined in the Credit Agreement shall have the meaning specified therein when used in this Amendment, and the terms defined in Section 2 hereof shall have the meanings set forth therein when used in this Amendment.

SECTION 2. AMENDMENTS.

Section 2.1. Termination Date. Section 1.1 of the Credit Agreement is hereby amended by deleting the term "Termination Date" and by inserting in lieu thereof the following:

"Termination Date" means (x) in the case of any Tranche A Loan, July 29, 1994, or (y) in the case of any Tranche B Loan, July 29, 1995, or (z) such later date to which the Tranche A Commitment or the Tranche B 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.

Section 2.2. Extension of Commitments. Section 2.9 of the Credit Agreement is hereby amended by deleting such section and by inserting in lieu thereof the following:

Section 2.9 Extension of Commitments. On or before June 12 in any year in which a Tranche A Loan

Termination Date occurs, Borrower may, by notice to Agent, request an extension of the Termination Dates for both Commitments (but not for the Tranche A Commitment or the Tranche B Commitment alone) from the dates then constituting the Termination Dates for the Tranche A Commitment and Tranche B Commitment to dates which are 364 days after each such Termination Date. 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 Dates shall be so extended, effective as of the close of business on the Termination Date for the Tranche A Commitment in effect prior to giving effect to such extension. If the Agent fails to give such notice of acceptance within such time or if all Banks fail to give such written consent, the request for extension shall be deemed rejected. 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. 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. No Bank shall have any obligation to provide its written consent prior to the later of (x) thirty days from the date such Bank receives from the Agent notice of Borrower's request for an extension of the Termination Dates and (y) July 1 in any year in which such extension is requested (the "Extension Response Date"). 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 no later than 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.

SECTION 3. REPRESENTATIONS AND WARRANTIES.

In order to induce the Banks and the Agent to enter into this Amendment, the Borrower represents and warrants to each of the Banks and the Agent that:

3.1. Loan Documents. Each of the representations and warranties contained in the Credit Documents is true and correct, as if made by Borrower on the date hereof; provided that each of representations and warranties in the existing Credit Documents is hereby amended so that all references therein to "this Agreement" or similar terms shall be deemed a reference to the existing Credit Documents and to this Amendment, as well as the existing Credit Documents as modified by this Amendment, and all references therein to "Credit Documents" shall be deemed a reference to the existing Credit Documents and to this Amendment, as well as the existing Credit Documents as modified by this Amendment.

3.2. Binding Agreements. Borrower has all requisite power, authority and legal right to execute, deliver and perform all of its obligations under this Amendment. This Amendment has been duly authorized, executed and delivered by or on behalf of Borrower. This Amendment is a legal, valid and binding obligation of the Borrower, enforceable against Borrower in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting the enforcement of creditors' rights generally. The execution, delivery and performance by Borrower do not and will not conflict with, or result in a violation or breach of, or constitute a default under, or result in the creation or imposition of a Lien on property of Borrower under, or give to any person rights to cancel, terminate or suspend performance of their obligations to Borrower under, or accelerate payments of amounts owed by Borrower to others under:

(a) the certificate of incorporation or by-laws of Borrower; or

(b) any law, rule, regulation, order, license or permit of any governmental authority or court; or

(c) any contract, lease, agreement, mortgage, deed, note, security, indenture, instrument or other document which is or becomes binding on Borrower or its property.

No consent, waiver, approval or authorization of, notice to, or declaration, registration or filing with, any governmental authority or any other Person is required in connection with the execution, delivery or performance by Borrower of this Amendment,

or the consummation of any of the transactions contemplated thereby, except for this Amendment.

3.3. No Default. No Event of Default, or event or condition which, with the giving of notice, passage of time or both, would constitute an Event of Default, exists or will exist after giving effect to the transactions contemplated by this Amendment.

3.4. Accuracy of Information. Neither this Amendment nor any other agreement, document or certificate, when furnished to the Agent or any Bank by Borrower or the Company in connection with the transactions contemplated hereby, contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein and therein not misleading in light of the circumstances in which made. There is no fact known to Borrower (except general economic conditions which are a matter of public knowledge) which materially and adversely affects or in the future is likely to materially and adversely affect the business prospects of Borrower which has not been set forth in this Amendment or in the other agreements, documents, certificates and statements furnished in writing to the Agent and the Banks in connection with the transactions contemplated hereby.

SECTION 4. CONDITIONS TO CONSENT.

The effectiveness of this Amendment is subject to the satisfaction of the following conditions:

4.1. No Adverse Change. There shall not have occurred any material adverse change in the business, properties, operations, profits, prospects or condition (financial or otherwise) of Borrower.

4.2. Legal Matters. All legal matters and proceedings in connection with the transactions contemplated by this Amendment shall be satisfactory to each Bank and its counsel and each Bank shall have received all such counterpart originals or certified or other copies of such documents and proceedings in connection with such transactions, in form and substance satisfactory to each Bank, as any such Bank may from time to time reasonably request.

SECTION 5. MISCELLANEOUS.

5.1. Limited Effect. Except as expressly modified by this Amendment, the Credit Documents are, and shall remain, in full force and effect in accordance with their terms. Nothing in this Amendment is or should be construed as a waiver by the Agent or any Bank of any Event of Default, or a waiver or modification

by the Agent or any Bank of any other provision of the Credit Documents, except for the amendments expressly set forth herein.

5.2. Counterparts. This Amendment may be executed in any number of separate counterparts, each of which shall be an original, and all of which, taken together, shall be deemed to constitute one and the same instrument.

5.3. Governing Law. This Amendment and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

5.4. Estoppel. Borrower acknowledges and agrees that the Credit Documents are valid, binding and enforceable in accordance with their respective terms and provisions, and there are no counterclaims, defenses or offsets which may be asserted with respect to the Credit Documents, or which may in any manner affect the collection or collectibility of the principal, interest and other sums evidenced and secured by the Credit Documents, nor is there any basis whatsoever for any such counter claim, defense or offset.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

COMPUTER ASSOCIATES INTERNATIONAL, INC.

By: /s/ Ira Zar

Name: Ira Zar
Title: Vice President

CREDIT SUISSE, as Agent and as one of the Banks

By: /s/ Scott E. Zoellner

Name: Scott E. Zoellner
Title: Associate

By: /s/ Ira Lubinsky

Name: Ira Lubinsky
Title: Associate

MELLON BANK, N.A.

By: /s/ David R. Evans

Name: David R. Evans
Title: Vice President

CHEMICAL BANK

By: /s/ Phyllis Sawyer

Name: Phyllis Sawyer
Title: Vice President

NATIONAL WESTMINSTER BANK, U.S.A.

By: /s/ Jeffrey B. Carstens

Name: Jeffrey B. Carstens
Title: Vice President

SHAWMUT BANK, N.A.

By: /s/ Frank Beresh

Name: Frank Beresh
Title: Vice President

THE FUJI BANK, LIMITED

By: /s/ Yoshihiku Shiotsugu

Name: Yoshihiku Shiotsugu
Title: Vice President & Manager

THE BANK OF NOVA SCOTIA

By: /s/ Stephen Lockhart

Name: Stephen Lockhart
Title: Vice President

THE BANK OF NEW YORK

By: /s/ Gianni N. Sellers

Name: Gianni N. Sellers
Title: Vice President

THE BANK OF TOKYO TRUST COMPANY

By: /s/ Neal Hoffson

Name: Neal Hoffson
Title: Vice President

AGREEMENT AND PLAN OF MERGER

dated as of

May 18, 1994

among

THE ASK GROUP, INC.

COMPUTER ASSOCIATES INTERNATIONAL, INC.

and

SPEEDBIRD MERGE, INC.

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ANNEX I Conditions

AGREEMENT AND PLAN OF MERGER, dated as of May 18, 1994, among The ASK Group, Inc., a Delaware corporation (the "Company"), Computer Associates International, Inc., a Delaware corporation ("Buyer"), and Speedbird Merge, Inc., a Delaware corporation and a wholly owned subsidiary of Buyer ("Merger Subsidiary").

The parties hereto agree as follows:

ARTICLE I

THE OFFER

SECTION 1.1. The Offer. (a) Provided that nothing shall have occurred that would result in a failure to satisfy any of the conditions set forth in Annex I hereto, Merger Subsidiary shall, and Buyer shall cause Merger Subsidiary to, as promptly as practicable after the date hereof, but in no event later than five business days following the public announcement of the terms of this Agreement, commence an offer (the "Offer") to purchase any and all of the outstanding shares of common stock, \$0.01 par value (the "Shares"), including the associated Rights (as defined in Section 4.5), of the Company at a price of \$13.25 per Share (including such associated Rights), net to the seller in cash. The Offer shall be subject to the condition that there shall be validly tendered in accordance with the terms of the Offer prior to the expiration date of the Offer and not withdrawn a number of Shares which, together with the Shares then owned by Buyer and Merger Subsidiary, represents at least a majority of the total number of outstanding Shares, assuming the exercise of all outstanding options, rights and convertible securities (if any) and the issuance of all Shares that the Company is obligated to issue (such total number of outstanding Shares being hereinafter referred to as the "Fully Diluted Shares") (the "Minimum Condition") and to the other conditions set forth in Annex I hereto. Buyer and Merger Subsidiary expressly reserve the right to waive any of the conditions to the Offer (other than the Minimum Condition) and to make any change in the terms or conditions of the Offer; provided that no change may be made which changes the form of consideration to be paid or decreases the price per Share or the number of Shares sought in the Offer or which imposes conditions to the Offer in addition to those set forth in Annex I or which materially adversely (from the holders of the Shares' point of view) changes the conditions to the Offer set forth in Annex I. Assuming the prior satisfaction or waiver of the conditions to the Offer, Buyer shall cause Merger Subsidiary to accept for payment, in accordance with the terms of the Offer, all Shares tendered pursuant to the Offer as soon as legally permitted after the commencement thereof and to pay for all such Shares as promptly as practicable after acceptance; provided, however, that Buyer may extend the Offer for a period of time of not more than 15 Business Days to meet the objective (but not the condition) that there shall be validly tendered, in accordance with the terms of the Offer, prior to the expiration date of the Offer (as so extended) and not withdrawn a number of Shares, which, together with Shares then owned by Buyer and Merger Subsidiary, represents at least 90% of the Fully Diluted Shares.

(b) As soon as practicable on the date of commencement of the Offer, Buyer and Merger Subsidiary shall file with the SEC (as defined in Section 4.7) a Tender Offer Statement on

Schedule 14D-1 with respect to the Offer which will contain the offer to purchase and form of the related letter of transmittal (together with any supplements or amendments thereto, collectively the "Offer Documents"). Buyer, Merger Subsidiary and the Company each agrees promptly to correct any information provided by it for use in the Offer Documents if and to the extent that it shall have become false or misleading in any material respect. Buyer and Merger Subsidiary agree to take all steps necessary to cause the Offer Documents as so corrected to be filed with the SEC and to be disseminated to holders of Shares, in each case as and to the extent required by applicable federal securities laws. The Company and its counsel shall be given a reasonable opportunity to review and comment on the Schedule 14D-1 prior to its being filed with the SEC. Buyer and Merger Subsidiary agree to provide the Company and its counsel with any comments that Buyer or Merger Subsidiary or their counsel may receive from the SEC or the staff of the SEC with respect to such document promptly after receipt thereof. Upon the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of any such extension or amendment), Merger Subsidiary will purchase by accepting for payment and will pay for Shares validly tendered and not properly withdrawn, as promptly as practicable after the expiration date of the Offer.

SECTION 1.2. Company Action. (a) The Company hereby consents to the Offer and represents that its Board of Directors, at a meeting duly called and held and acting on the unanimous recommendation of the Board of Directors of the Company, has (i) unanimously determined that this Agreement and the transactions contemplated hereby, including the Offer and the Merger (as defined in Section 2.1) and the Stockholder Option Agreement dated as of May 18, 1994 (the "Stockholder Option Agreement") among the Stockholders of the Company that are named therein (the "Stockholders"), are fair to and in the best interest of the Company's stockholders, (ii) unanimously approved this Agreement and the transactions contemplated hereby, including the Offer and the Merger and the Stockholder Option Agreement, which approval satisfies in full the requirements of the General Corporation Law of the State of Delaware (the "Delaware Law"), and (iii) unanimously resolved to recommend acceptance of the Offer and approval and adoption of this Agreement and the Merger by its stockholders. The Company further represents that Bear, Stearns & Co. Inc. has delivered to the Company's Board of Directors its written opinion that the Offer and the Merger, collectively, are fair from a financial point of view, to the shareholders of the Company. The Company has been advised that all of its directors and executive officers intend either to tender their Shares (other than Shares subject to the Stockholder Option Agreement) pursuant to the Offer (unless to do so would subject such person to liability under Section 16(b) of the Exchange Act) or to vote in favor of the Merger. The Company will promptly furnish Buyer and Merger Subsidiary with a list of its stockholders, mailing labels and any available listing or computer file containing the names and addresses of all record holders of Shares and lists of securities positions of Shares held in stock depositories, in each case true and correct as of the most recent practicable date, and will provide to Buyer and Merger Subsidiary such additional information (including, without limitation, updated lists of stockholders, mailing labels and lists of securities positions) and such other assistance as Buyer or Merger Subsidiary may reasonably request in connection with the Offer.

(b) As soon as practicable on the day that the Offer is commenced, the Company will file with the SEC a Solicitation/Recommendation Statement on Schedule 14D-9 (the "Schedule 14D-9") which shall reflect the recommendations of the Company's Board of Directors referred to above. The Company, Buyer and Merger Subsidiary each agrees promptly to correct any

information provided by it for use in the Schedule 14D-9 if and to the extent that it shall have become false or misleading in any material respect. The Company agrees to take all steps necessary to cause the Schedule 14D-9 as so corrected to be filed with the SEC and to be disseminated to holders of Shares, in each case as and to the extent required by applicable federal securities laws. Buyer and its counsel shall be given a reasonable opportunity to review and comment on the Schedule 14D-9 prior to its being filed with the SEC. The Company agrees to provide Buyer and Merger Subsidiary and their counsel with any comments that the Company or its counsel may receive from the SEC or the staff of the SEC with respect to such document promptly after receipt thereof.

SECTION 1.3. Directors. (a) Effective upon the acceptance for payment by Merger Subsidiary of such number of Shares which satisfies the Minimum Condition, Buyer shall be entitled to designate the number of directors, rounded up to the next whole number, on the Company's Board of Directors that equals the product of (i) the total number of directors on the Company's Board of Directors (giving effect to the election of any additional directors pursuant to this Section) and (ii) the percentage that the number of Shares owned by Buyer or Merger Subsidiary (including Shares accepted for payment) bears to the total number of Shares outstanding, and the Company shall take all action necessary to cause Buyer's designees to be elected or appointed to the Company's Board of Directors, including, without limitation, increasing the number of directors, and seeking and accepting resignations of incumbent directors. At such times, the Company will use its best efforts to cause individuals designated by Buyer to constitute the same percentage as such individuals represent on the Company's Board of Directors of (x) each committee of the Board (other than any committee of the Board established to take action under this Agreement), (y) each board of directors of each Subsidiary (as defined in Section 4.6) and (z) each committee of each such board. Notwithstanding the foregoing, until such time as Buyer or Merger Subsidiary acquires a majority of the outstanding Shares on a fully diluted basis, the Company shall use its best efforts to ensure that all of the members of the Board of Directors and such boards and committees as of the date hereof who are not employees of the Company shall remain members of the Board of Directors and such boards and committees until the Effective Time (as defined in Section 2.1). Following the election or appointment of Buyer's designees pursuant to this Section 1.3 and prior to the Effective Time, any amendment or termination of this Agreement, extension for the performance or waiver of the obligations or other acts of Buyer or Merger Subsidiary or waiver of the Company's rights hereunder, shall require the approval of a majority of the directors who are neither designees of Buyer nor employees of the Company.

(b) The Company's obligations to appoint designees to the Board of Directors shall be subject to Section 14(f) of the Exchange Act (as defined in Section 4.3) and Rule 14f-1 promulgated thereunder. The Company shall promptly take all actions required pursuant to Section 14(f) and Rule 14f-1 in order to fulfill its obligations under this Section and shall include in the Schedule 14D-9 such information with respect to the Company and its officers and directors as is required under Section 14(f) and Rule 14f-1 to fulfill its obligations under this Section 1.3. Buyer will supply to the Company in writing and be solely responsible for any information with respect to itself and its nominees, officers, directors and affiliates required by Section 14(f) and Rule 14f-1.

ARTICLE II

THE MERGER

SECTION 2.1. The Merger. (a) At the Effective Time, Merger Subsidiary shall be merged (the "Merger") with and into the Company in accordance with the Delaware Law, whereupon the separate existence of Merger Subsidiary shall cease, and the Company shall be the surviving corporation (the "Surviving Corporation"). At the election of Buyer, the Merger may be structured so that the Company shall be merged with and into Merger Subsidiary with the result that Merger Subsidiary shall be the "Surviving Corporation".

(b) As soon as practicable after satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, the Company and Merger Subsidiary will file a certificate of merger with the Secretary of State of the State of Delaware and make all other filings or recordings required by Delaware Law in connection with the Merger. The Merger shall become effective at such time as the certificate of merger is duly filed with the Secretary of State of the State of Delaware or at such later time as is specified in the certificate of merger (the "Effective Time").

(c) From and after the Effective Time, the Surviving Corporation shall possess all the rights, privileges, powers and franchises and be subject to all of the restrictions, disabilities and duties of the Company and Merger Subsidiary, all as provided under Delaware Law.

SECTION 2.2. Conversion of Shares. At the Effective Time:

(a) each Share held by the Company as treasury stock or owned, directly or indirectly, by Buyer, Merger Subsidiary or any subsidiary of either of them immediately prior to the Effective Time shall be cancelled, and no payment shall be made with respect thereto;

(b) each share of common stock of Merger Subsidiary outstanding immediately prior to the Effective Time shall be converted into and become one share of common stock of the Surviving Corporation with the same rights, powers and privileges as the shares so converted and shall constitute the only outstanding shares of capital stock of the Surviving Corporation; and

(c) each Share outstanding immediately prior to the Effective Time shall, except as otherwise provided in Section 2.2(a) or as provided in Section 2.4 with respect to Shares as to which appraisal rights have been exercised, be converted into the right to receive \$13.25 in cash or any higher price paid for each Share in the Offer, without interest (the "Merger Consideration").

SECTION 2.3. Surrender and Payment. (a) Prior to the Effective Time, Buyer shall appoint an agent (the "Exchange Agent") for the purpose of exchanging certificates representing Shares for the Merger Consideration. Buyer will make available to the Exchange Agent, as needed, the Merger Consideration to be paid in respect of the Shares. For purposes of determining the

Merger Consideration to be made available, Buyer shall assume that no holder of Shares will perfect his right to appraisal of his Shares. Promptly after the Effective Time, Buyer will send, or will cause the Exchange Agent to send, to each holder of Shares at the Effective Time a letter of transmittal for use in such exchange (which shall specify that the delivery shall be effected, and risk of loss and title shall pass, only upon proper delivery of the certificates representing Shares to the Exchange Agent).

(b) Each holder of Shares that have been converted into a right to receive the Merger Consideration, upon surrender to the Exchange Agent of a certificate or certificates representing such Shares, together with a properly completed letter of transmittal covering such Shares and such other documents as may be requested, will be entitled to receive the Merger Consideration payable in respect of such Shares. Until so surrendered, each such certificate shall, after the Effective Time, represent for all purposes, only the right to receive such Merger Consideration. No interest shall be paid or accrue on the Merger Consideration.

(c) If any portion of the Merger Consideration is to be paid to a Person other than the registered holder of the Shares represented by the certificate or certificates surrendered in exchange therefor, it shall be a condition to such payment that the certificate or certificates so surrendered shall be properly endorsed or otherwise be in proper form for transfer and that the Person requesting such payment shall pay to the Exchange Agent any transfer or other taxes required as a result of such payment to a Person other than the registered holder of such Shares or establish to the satisfaction of the Exchange Agent that such tax has been paid or is not payable. For purposes of this Agreement, "Person" means an individual, a corporation, a partnership, an association, a trust or any other entity or organization, including a government or political subdivision or any agency or instrumentality thereof.

(d) After the Effective Time, there shall be no further registration of transfers of Shares. If, after the Effective Time, certificates representing Shares are presented to the Surviving Corporation, they shall be cancelled and exchanged for the consideration provided for, and in accordance with the procedures set forth, in this Article II.

(e) Any portion of the Merger Consideration made available to the Exchange Agent pursuant to Section 2.3(a) that remains unclaimed by the holders of Shares six months after the Effective Time shall be returned to Buyer, upon demand, and any such holder who has not exchanged his Shares for the Merger Consideration in accordance with this Section prior to that time shall thereafter look only to Buyer for payment of the Merger Consideration in respect of his Shares. Notwithstanding the foregoing, Buyer shall not be liable to any holder of Shares for any amount paid to a public official pursuant to applicable abandoned property laws. Any amounts remaining unclaimed by holders of Shares two years after the Effective Time (or such earlier date immediately prior to such time as such amounts would otherwise escheat to or become property of any governmental entity) shall, to the extent permitted by applicable law, become the property of Buyer free and clear of any claims or interest of any Person previously entitled thereto.

(f) Any portion of the Merger Consideration made available to the Exchange Agent pursuant to Section 2.3(a) to pay for Shares for which appraisal rights have been perfected shall be returned to Buyer, upon demand.

SECTION 2.4. Dissenting Shares. Notwithstanding Section 2.2, Shares outstanding immediately prior to the Effective Time and held by a holder who has not voted in favor of the Merger or consented thereto in writing and who has demanded appraisal for such Shares in accordance with Section 262 of the Delaware Law ("Dissenting Shares") shall not be converted into a right to receive the Merger Consideration, but instead (unless such holder fails to perfect or withdraws or otherwise loses his right to appraisal) the holders of Dissenting Shares shall be entitled to receive such consideration as shall be determined pursuant to Section 262 of the Delaware Law. If after the Effective Time such holder fails to perfect or withdraws or loses his right to appraisal, such Shares shall be treated as if they had been converted as of the Effective Time into a right to receive the Merger Consideration. The Company shall give Buyer prompt notice of any demands received by the Company for appraisal of Shares, and Buyer shall have the right to participate in all negotiations and proceedings with respect to such demands. The Company shall not, except with the prior written consent of Buyer, make any payment with respect to, or settle or offer to settle, any such demands.

SECTION 2.5. Stock Options.

(a) The Company agrees to cause stock options under its 1991 United Kingdom Stock Option Plan not to become exercisable as to Optioned Stock (within the meaning of such plan) not yet exercisable as of the date of the notification prescribed in Rule 12(c) of such plan. Upon the acceptance of shares in the Offer, stock options and stock purchase rights under its 1991 Stock Plan shall accelerate and become vested in full. Upon Buyer's written request, the Company agrees to cause stock options and stock purchase rights under its 1991 Stock Plan not to be terminated in exchange for a cash payment.

(b) Prior to the Effective Time, Buyer shall designate in writing to the Company those employee and director stock options and stock purchase rights to purchase Shares ("Plan Options"), or portions thereof, that Buyer desires be terminated prior to the Effective Time. Buyer's designation of options or portions thereof to be so terminated shall be by uniform classification on the basis of the particular plan under which the option was granted. To the extent so designated by Buyer, the Company will exercise any rights under its stock option or compensation plans or arrangements to accelerate then outstanding Plan Options and cause them to expire prior to the Effective Time consistent with the plans under which such Plan Options were granted.

(c) With respect to Plan Options which the Buyer does not designate for termination pursuant to Section 2.5(b), the Company shall take such action as shall be necessary to provide for the Buyer's assumption of such options as set forth in Section 7.5 hereof.

ARTICLE III

THE SURVIVING CORPORATION

SECTION 3.1. Certificate of Incorporation. The certificate of incorporation of Merger Subsidiary in effect at the Effective Time shall be the certificate of incorporation of the Surviving Corporation until amended in accordance with applicable law, except that the name of the Surviving Corporation shall be changed to the name of the Company.

SECTION 3.2. Bylaws. The bylaws of Merger Subsidiary in effect at the Effective Time shall be the bylaws of the Surviving Corporation until amended in accordance with applicable law.

SECTION 3.3. Directors and Officers. From and after the Effective Time, until successors are duly elected or appointed and qualified in accordance with applicable law, (i) the directors of Merger Subsidiary at the Effective Time shall be the directors of the Surviving Corporation, and (ii) the officers of the Company at the Effective Time shall be the officers of the Merger Subsidiary.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES
OF THE COMPANY

The Company represents and warrants to Buyer that except, in the case of any representation and warranty below, to the extent described under a caption identifying such representation and warranty in the Company Disclosure Letter dated the date of this Agreement and furnished by the Company to Buyer on the date of this Agreement (the "Company Disclosure Letter"):

SECTION 4.1. Corporate Existence and Power. The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware, and has all corporate powers and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted. The Company is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction where the character of the property owned or leased by it or the nature of its activities makes such qualification necessary, except for those jurisdictions where the failure to be so qualified would not, individually or in the aggregate, have a material adverse effect on the condition (financial or otherwise), business, assets, results of operations or prospects of the Company and the Subsidiaries (as defined in Section 4.6) taken as a whole except that occurrences due solely to a disruption of the Company's or its Subsidiary's businesses solely as a result of any rumors, speculation, or announcement of a potential merger involving the Company or the execution of this Agreement and the Merger shall be excluded from consideration for purposes of the effect of an action or inaction on the Company and its Subsidiaries, taken as a whole (a "Material Adverse Effect"). The Company has heretofore delivered

to Buyer true and complete copies of the certificate of incorporation and bylaws as currently in effect of the Company and each of its Subsidiaries.

SECTION 4.2. Corporate Authorization. The execution, delivery and performance by the Company of this Agreement and the consummation by the Company of the transactions contemplated hereby are within the Company's corporate powers and, except for any required approval by the Company's stockholders in connection with the consummation of the Merger, have been duly authorized by all necessary corporate action. This Agreement constitutes a valid and binding agreement of the Company.

SECTION 4.3. Governmental Authorization. The execution, delivery and performance by the Company of this Agreement and the consummation of the Merger by the Company require no action by or in respect of, or filing with, any federal, state, local or foreign governmental body, agency, official or authority other than (i) the filing of a certificate of merger in accordance with Delaware Law; (ii) compliance with any applicable requirements of the Hart-Scott-Rodino Antitrust Improvements Act of 1976 (the "HSR Act"); (iii) compliance with any applicable requirements of the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder (the "Exchange Act"); and (iv) such notices, reports, registrations, declarations, filings, waivers, consents, approvals, orders, or authorizations, the absence of which would not, individually or in the aggregate, have a Material Adverse Effect or adversely affect Buyer or its subsidiaries.

SECTION 4.4. Non-Contravention. The execution, delivery and performance by the Company of this Agreement and the consummation by the Company of the transactions contemplated hereby do not and will not (i) contravene or conflict with the certificate of incorporation or bylaws of the Company, (ii) assuming compliance with the matters referred to in Section 4.3, contravene or conflict with or constitute a violation of any provision of any law, regulation, judgment, injunction, order or decree binding upon or applicable to the Company or any Subsidiary, (iii) constitute a default under or give rise to a right of termination, cancellation or acceleration of any right or obligation of the Company or any Subsidiary or to a loss of any benefit to which the Company or any Subsidiary is entitled under any provision of any agreement, contract or other instrument binding upon the Company or any Subsidiary or any license, franchise, permit or other similar authorization held by the Company or any Subsidiary, or (iv) result in the creation or imposition of any Lien on any asset of the Company or any Subsidiary (other than in the case of clauses (iii) and (iv) above and with respect to agreements, instruments, contracts, permits or similar authorizations (other than debt instruments or agreements, licenses of assets to the Company or any Subsidiary, exclusive licenses or distribution agreements or arrangements, or licenses or distribution agreements or arrangements which, by their terms, provide for payments to the Company or any Subsidiary of \$2,000,000 or more per annum), such defaults, breaches, losses, rights of termination, cancellation or acceleration, or Liens as to which requisite waivers have been obtained or which individually or in aggregate could not reasonably be expected to have a Material Adverse Effect). For purposes of this Agreement, "Lien" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset.

SECTION 4.5. Capitalization. The authorized capital stock of the Company consists of 40,000,000 shares of Common Stock, par value of \$0.01 per share ("Common Stock"). As of May 17, 1994, 23,479,624 shares of Common Stock are issued and outstanding, including associated Common Stock Purchase Rights (the "Rights") issued pursuant to the Rights Agreement, dated as of August 15, 1990, as amended (the "Rights Agreement"), between the Company and Bank of Boston, as Rights Agent. As of the date hereof, (A) 3,400,000 shares are reserved for issuance pursuant to the 1982 Stock Option Plan (the "1982 Option Plan"), of which options to purchase 594,299 shares are outstanding and no shares remain available for future grant; (B) 3,200,000 shares are reserved for issuance pursuant to the 1991 Stock Plan (the "1991 Stock Plan"), of which options to purchase 1,827,012 shares are outstanding and 1,337,307 shares remain available for future grant; (C) 150,000 shares are reserved for issuance to non-employee directors of the Company pursuant to the 1986 Directors Stock Option Plan (the "1986 Director Plan"), of which options to purchase 64,200 shares are outstanding and options to purchase 49,800 shares remain available for future grant; (D) 500,000 shares are reserved for issuance pursuant to the 1993 Employee Stock Purchase Plan (the "1993 ESPP"), of which 344,567 shares remain available for future grant; (E) 250,000 shares are reserved for issuance pursuant to the 1992 Overseas Employee Stock Purchase Plan (the "1992 ESPP"), of which 133,179 shares remain available for future grant; and (F) options to purchase 437,754 shares are outstanding under the Ingres Option Plans and no shares remain available for future grant. All outstanding shares of capital stock of the Company have been duly authorized and validly issued and are fully paid and nonassessable. Except as set forth in this Section and except for changes since May 17, 1994 resulting from the exercise of employee stock options outstanding on such date, there are outstanding (i) no shares of capital stock or other voting securities of the Company, (ii) no securities of the Company convertible into or exchangeable for shares of capital stock or voting securities of the Company, and (iii) no options or other rights to acquire from the Company, and no obligation of the Company to issue, any capital stock, voting securities or securities convertible into or exchangeable for capital stock or voting securities of the Company (the items in clauses (i), (ii) and (iii) being referred to collectively as the "Company Securities"). There are no outstanding obligations of the Company or any Subsidiary to repurchase, redeem or otherwise acquire any Company Securities.

SECTION 4.6. Subsidiaries. (a) Each Subsidiary is a corporation duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation, has all corporate powers and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted and is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction where the character of the property owned or leased by it or the nature of its activities makes such qualification necessary, except for those jurisdictions where failure to be so qualified would not, individually or in the aggregate, have a Material Adverse Effect. For purposes of this Agreement, "Subsidiary" means any domestic or foreign corporation or other entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are directly or indirectly owned by the Company. All Subsidiaries and their respective jurisdictions of incorporation are identified in the Company's annual report on Form 10-K for the fiscal year ended June 30, 1993 (the "Company 10-K").

(b) All of the outstanding capital stock of, or other ownership interests in, each Subsidiary, is owned by the Company, directly or indirectly, free and clear of any Lien and free of any other limitation or restriction (including any restriction on the right to vote, sell or otherwise dispose of such capital stock or other ownership interests). There are no outstanding (i) securities of the Company or any Subsidiary convertible into or exchangeable for shares of capital stock or other voting securities or ownership interests in any Subsidiary, and (ii) options or other rights to acquire from the Company or any Subsidiary, and no other obligation of the Company or any Subsidiary to issue, any capital stock, voting securities or other ownership interests in, or any securities convertible into or exchangeable for any capital stock, voting securities or ownership interests in, any Subsidiary (the items in clauses (i) and (ii) being referred to collectively as the "Subsidiary Securities"). There are no outstanding obligations of the Company or any Subsidiary to repurchase, redeem or otherwise acquire any outstanding Subsidiary Securities.

SECTION 4.7. SEC Filings. (a) The Company has filed with the Securities and Exchange Commission (the "SEC") all required reports, schedules, forms, statements and other documents from April 1, 1991 through the date hereof, including (i) the annual reports on Form 10-K for its fiscal years ended June 30, 1991, 1992, and 1993, (ii) its quarterly reports on Form 10-Q for its fiscal quarters September 30, 1993, December 31, 1993 and March 31, 1994, (iii) its proxy or information statements relating to meetings of, or actions taken without a meeting by, the stockholders of the Company held since April 1, 1991, and (iv) all of its other reports, statements, schedules and registration statements filed with the Securities and Exchange Commission (the "SEC") since April 1, 1991.

(b) As of its filing date, each such report or statement filed pursuant to the Exchange Act did not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(c) Each such registration statement, as amended or supplemented, if applicable, filed pursuant to the Securities Act of 1933 as of the date such statement or amendment became effective did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading.

SECTION 4.8. Financial Statements. The audited consolidated financial statements and unaudited consolidated interim financial statements of the Company included in its annual reports on Form 10-K and the quarterly reports on Form 10-Q referred to in Section 4.7 fairly present, in conformity with generally accepted accounting principles applied on a consistent basis (except as may be indicated in the notes thereto), the consolidated financial position of the Company and its consolidated subsidiaries as of the dates thereof and their consolidated results of operations and cash flows for the periods then ended (subject to normal year-end adjustments in the case of any unaudited interim financial statements, none of which would be materially adverse). For purposes of this Agreement, "Balance Sheet" means the consolidated balance sheet of the Company as of June 30, 1993 set forth in the Company 10-K and "Balance Sheet Date" means June 30, 1993.

SECTION 4.9. Disclosure Documents. (a) Each document required to be filed by the Company with the SEC in connection with the transactions contemplated by this Agreement (the "Company Disclosure Documents"), including, without limitation, the Schedule 14D-9, the proxy or information statement of the Company (the "Company Proxy Statement"), if any, to be filed with the SEC in connection with the Merger, and any amendments or supplements thereto will, when filed, comply as to form in all material respects with the applicable requirements of the Exchange Act.

(b) At the time the Company Proxy Statement or any amendment or supplement thereto is first mailed to stockholders of the Company, at the time such stockholders vote on adoption of this Agreement and at the Effective Time, the Company Proxy Statement, as supplemented or amended, if applicable, will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. At the time of the filing of any Company Disclosure Document other than the Company Proxy Statement and at the time of any distribution thereof, such Company Disclosure Document will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. The representations and warranties contained in this Section 4.9(b) will not apply to statements or omissions included in the Company Disclosure Documents based upon information furnished to the Company in writing by Buyer or Merger Subsidiary specifically for use therein.

(c) The information with respect to the Company or any Subsidiary that the Company furnishes to Buyer or Merger Subsidiary in writing specifically for use in the Offer Documents will not, at the time of the filing thereof, at the time of any distribution thereof and at the time of the consummation of the Offer, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

SECTION 4.10. Absence of Certain Changes. Since the Balance Sheet Date (or, in the case of clauses (d) and (e) below, since March 31, 1994), the Company and Subsidiaries have conducted their business in the ordinary course consistent with past practice and there has not been:

(a) any event, occurrence or development of a state of circumstances or facts which has had or reasonably could be expected to have a Material Adverse Effect;

(b) any declaration, setting aside or payment of any dividend or other distribution with respect to any shares of capital stock of the Company, or any repurchase, redemption or other acquisition by the Company or any Subsidiary of any outstanding shares of capital stock or other securities of, or other ownership interests in, the Company or any Subsidiary;

(c) any amendment of any material term of any outstanding security of the Company or any Subsidiary;

(d) any incurrence, assumption or guarantee by the Company or any Subsidiary of any indebtedness for borrowed money other than in the ordinary course of business and in amounts and on terms consistent with past practices, but in no event in the amount of more than \$50,000 in any one transaction or \$150,000 in the aggregate;

(e) any creation or assumption by the Company or any Subsidiary of any Lien on any material asset other than in the ordinary course of business consistent with past practices but in no event in respect of any obligation of more than \$50,000 in any one transaction or \$150,000 in the aggregate;

(f) any making of any loan, advance or capital contributions to or investment in any Person other than (i) loans, advances or capital contributions to or investments in Subsidiaries made in the ordinary course of business consistent with past practices and (ii) investments in cash equivalents made in the ordinary course of business consistent with past practices;

(g) any damage, destruction or other casualty loss (whether or not covered by insurance) affecting the business or assets of the Company or any Subsidiary which, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect;

(h) any transaction or commitment made, or any contract or agreement entered into, by the Company or any Subsidiary relating to its assets or business (including the acquisition or disposition of any assets) or any relinquishment by the Company or any Subsidiary of any contract or other right, in either case, material to the Company and the Subsidiaries taken as a whole, other than transactions and commitments in the ordinary course of business consistent with past practice and those contemplated by this Agreement, but in no event representing commitments on behalf of the Company or any Subsidiary of more than \$50,000 for any transaction or \$150,000 for any series of transactions;

(i) any change in any method of accounting or accounting practice by the Company or any Subsidiary, except for any such change required by reason of a concurrent change in generally accepted accounting principles;

(j) any (i) grant of any severance or termination pay to any director, officer or employee of the Company or any Subsidiary, (ii) entering into of any employment, deferred compensation or other similar agreement (or any amendment to any such existing agreement) with any director, officer or employee of the Company or any Subsidiary, (iii) increase in benefits payable under any existing severance or termination pay policies or employment agreements or (iv) increase in compensation, bonus or other benefits payable to directors, officers or employees of the Company or any Subsidiary, other than in the ordinary course of business consistent with past practice; or

(k) any labor dispute, other than routine individual grievances, or any activity or proceeding by a labor union or representative thereof to organize any employees of the Company or any Subsidiary, which employees were not subject to a collective bargaining agreement at the Balance Sheet Date, or any lockouts, strikes, slowdowns, work stoppages or threats thereof by or with respect to such employees.

SECTION 4.11. No Undisclosed Material Liabilities. There are no liabilities of the Company or any Subsidiary of any kind whatsoever, whether accrued, contingent, absolute, determined, determinable or otherwise, and there is no existing condition, situation or set of circumstances which could reasonably be expected to result in such a liability, other than:

- (i) liabilities disclosed in the Company Disclosure Letter under the caption "Section 4.11";
- (ii) liabilities disclosed or provided for in the Balance Sheet;
- (iii) liabilities incurred in the ordinary course of business consistent with past practice, which could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect; and
- (iv) liabilities under this Agreement.

SECTION 4.12. Litigation. Except as set forth in the quarterly reports on Form 10-Q for the quarter ended March 31, 1994, there is no action, suit, investigation or proceeding (or any basis therefor) pending against, or to the knowledge of the Company threatened against or affecting, the Company or any Subsidiary or any of their respective properties before any court or arbitrator or any governmental body, agency or official which, if determined or resolved adversely to the Company or any Subsidiary in accordance with the plaintiff's demands, would reasonably be expected to have a Material Adverse Effect or which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the Offer or the Merger or any of the other transactions contemplated hereby.

SECTION 4.13. Taxes. (a) The Company and each Subsidiary have timely filed all material tax returns, statements, reports and forms required to be filed with any tax authority ("Tax Returns") and have paid when due all taxes owed by the Company and any Subsidiary (whether or not shown on any such Tax Returns). There are no liens on any of the assets of the Company or any Subsidiary that arose in connection with any failure (or alleged failure) to pay any tax except for liens that would in the aggregate not have a Material Adverse Effect.

(b) No dispute or claim concerning any tax liability of the Company or any Subsidiary has been claimed or raised by any authority in writing.

(c) Neither the Company nor any Subsidiary has waived any statute of limitations in respect of taxes or agreed to any extension of time with respect to a tax assessment or deficiency.

(d) Neither the Company nor any Subsidiary has filed a consent under Section 341(f) of the Internal Revenue Code of 1986, as amended ("the Code") concerning collapsible corporations. Neither the Company nor any Subsidiary has any liability for the taxes of any person (other than the Company and any Subsidiary) under Treas. Reg. Section 1.1502-6 (or any similar provision of state, local, or foreign law), as a transferee or successor, by contract, or otherwise.

(e) As of the Balance Sheet Date, the unpaid income taxes of the Company and Subsidiaries did not exceed the liability for income taxes (rather than any reserve for deferred taxes established to reflect timing differences between book and tax income) set forth on the face of the Balance Sheet.

SECTION 4.14. ERISA. (a) The Company has provided Buyer with a list identifying each "employee benefit plan", as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), which (i) is subject to any provision of ERISA and (ii) is maintained, administered or contributed to by the Company or any affiliate (as defined below) and covers any employee or former employee of the Company or any affiliate or any beneficiary of such employee or former employee or under which the Company or any affiliate has any liability. Copies of such plans (and, if applicable, related trust agreements) and all amendments thereto and written interpretations thereof have been made available to Buyer together with (x) the three most recent annual reports (Form 5500 including, if applicable, Schedule B thereto) prepared in connection with any such plan and (y) the most recent actuarial valuation report prepared in connection with any such plan. Such plans are referred to collectively herein as the "Employee Plans". For purposes of this Section, "affiliate" of any Person means any other Person which, together with such Person, would be treated as a single employer under Section 414 of the Code. The only Employee Plans which individually or collectively would constitute an "employee pension benefit plan" as defined in Section 3(2) of ERISA (the "Pension Plans") are identified as such in the list referred to above.

(b) No Employee Plan constitutes a "multiemployer plan", as defined in Section 3(37) of ERISA (a "Multiemployer Plan"), no Employee Plan is maintained in connection with any trust described in Section 501(c)(9) of the Code and no Employee Plan is subject to Title IV of ERISA (a "Retirement Plan"). The Company knows of no "reportable event", within the meaning of Section 4043 of ERISA, and no event described in Section 4041, 4041A, 4042, 4062, 4063, or 4064 of ERISA has occurred in connection with any Employee Plan, other than a "reportable event" that will not have a Material Adverse Effect. Nothing done or omitted to be done and no transaction or holding of any asset under or in connection with any Employee Plan has or will make the Company or any Subsidiary, any officer or director of the Company or any Subsidiary subject to any liability under Title I of ERISA or liable for any tax pursuant to Section 4975 or Section 4980B of the Code that could have a Material Adverse Effect.

(c) Each Employee Plan which is intended to be qualified under Section 401(a) of the Code is so qualified and has been so qualified during the period from its adoption to date, and each trust forming a part thereof is exempt from tax pursuant to Section 501(a) of the Code. Each such Plan has been determined by the Internal Revenue Service in writing to be so qualified, no such determination letter has been withdrawn and the Company has made available to the Buyer copies of the most recent Internal Revenue Service determination letters with respect to each such Plan. To the Company's knowledge, each Employee Plan has been maintained in compliance with its terms and with the requirements prescribed by any and all statutes, orders, rules and regulations, including but not limited to ERISA and the Code, which are applicable to such Plan.

(d) There is no contract, agreement, plan or arrangement covering any employee or former employee of the Company or any affiliate that, individually or collectively, could give rise to the payment of any amount that would not be deductible pursuant to the terms of Sections 162(a)(1), 162(m), 162(n) or 280G of the Code.

(e) The Company has provided Buyer with a list of each employment, severance or other similar contract, arrangement or policy and each plan or arrangement (written or oral) providing for insurance coverage (including any self insured arrangements), workers' compensation, disability benefits, supplemental unemployment benefits, vacation benefits, retirement benefits or for deferred compensation, profit-sharing, bonuses, stock options, stock appreciation or other forms of incentive compensation or post-retirement insurance, compensation or benefits which (i) is not an Employee Plan, (ii) is entered into, maintained or contributed to, as the case may be, by the Company or any of its affiliates and (iii) covers any employee or former employee of the Company or any of its affiliates or any beneficiary of such employee. Such contracts, plans and arrangements as are described above, copies or descriptions of all of which have been furnished previously to Buyer are referred to collectively herein as the "Benefit Arrangements". To the Company's knowledge each Benefit Arrangement has been maintained in substantial compliance with its terms and with the requirements prescribed by any and all statutes, orders, rules and regulations that are applicable to such Benefit Arrangement.

(f) The excess of the present value of the projected liability in respect of post-retirement health and medical benefits for retired employees of the Company and its affiliates, determined using assumptions that are reasonable in the aggregate, over the fair market value of any fund, reserve or other assets segregated for the purpose of satisfying such liability (including for such purposes any fund established pursuant to Section 401(h) of the Code) does not in the aggregate exceed \$200,000. Except as required by law or individual contract no condition exists that would prevent the Company or any Subsidiary from amending or terminating any Employee Plan or Benefit Arrangement providing health or medical benefits in respect of any active employee of the Company or any Subsidiary.

(g) Except as disclosed in writing to Buyer prior to the date hereof, there has been no amendment to, written interpretation or announcement (whether or not written) by the Company or any of its affiliates relating to, or change in employee participation or coverage under, any Employee Plan or Benefit Arrangement which would increase materially the expense of maintaining such Employee Plan or Benefit Arrangement above the level of the expense incurred in respect thereof for the fiscal year ended on the Balance Sheet Date.

(h) Neither the Company nor any Subsidiary is a party to a collective bargaining agreement. No labor union has been certified or has commenced proceedings for certification by the National Labor Relations Board to represent employees of the Company or any Subsidiary. No work stoppage has commenced or been threatened by employees of the Company or any Subsidiary.

SECTION 4.15. Compliance with Laws. Neither the Company nor any Subsidiary (a) is in violation of, or has violated, any applicable provisions of any laws, statutes, ordinances or regulations or (b) has received any notice from any governmental body, agency, official or authority

or any other person that either the Company or any Subsidiary is in violation of, or has violated, any applicable provisions of any laws, statutes, ordinances or regulations except for violations which, individually or in the aggregate, do not and insofar as reasonably can be foreseen in the future would not have a Material Adverse Effect.

SECTION 4.16. Finders' Fees. Except for fees to Bear, Stearns & Co., Inc. and Unterberg Harris in respect of the Offer and Merger, a copy of whose engagement agreement has been provided to Buyer, there is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf, of the Company or any Subsidiary who might be entitled to any fee or commission from the Company, any Subsidiary, Buyer or any of Buyer's affiliates upon consummation of the transactions contemplated by this Agreement or thereafter.

SECTION 4.17. Other Information. None of the documents or information delivered to Buyer in connection with the transactions contemplated by this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained therein not misleading.

SECTION 4.18. Environmental Matters. Neither the Company nor any Subsidiaries, nor any of their respective officers, employees, representatives or agents, nor, to the best of their knowledge, any other Person, has treated, stored, processed, discharged, spilled, or otherwise disposed of, any substance defined as hazardous or toxic by any applicable federal, state or local law, rule, regulation, order or directive, or any waste or by-product thereof, at any real property or any other facility owned, leased or used by the Company or any Subsidiaries, in violation of any applicable statutes, regulations, ordinances or directives of any governmental authority or court, which violations may result in liability to the Company or any Subsidiaries or any of their respective officers, employees, representatives, agents or shareholders in an amount exceeding \$5,000,000 (net of any insurance proceeds received by the Company with respect to such violations or of any amounts received by the Company under any indemnification rights of the Company with respect to such violations) for all such violations; and the unresolved violations set forth in the Company Disclosure Letter under the caption "Section 4.18" will not result in liability to the Company or any Subsidiaries or any of their respective officers, employees, representatives, agents or shareholders in an amount exceeding \$5,000,000 (net of any insurance proceeds received by the Company with respect to such violations or of any amounts received by the Company under any indemnification rights of the Company with respect to such violations) for all such unresolved violations. No employee or other Person has ever made a claim or demand against the Company or any Subsidiaries based on alleged damage to health caused by any such hazardous or toxic substance or by any waste or by-product thereof; and the unsatisfied claims or demands against the Company or any Subsidiaries set forth in the Company Disclosure Letter under the caption "Section 4.18" will not result in uninsured liability to the Company or any Subsidiaries or any of their respective officers, employees, representatives, agents or shareholders in an amount exceeding \$5,000,000 (net of any insurance proceeds received by the Company with respect to such claims or demands or of any amounts received by the Company under any indemnification rights of the Company with respect to such claims or demands) for all such unsatisfied claims or demands. Neither the Company nor any Subsidiaries has been charged by any governmental authority with improperly using, handling, storing, discharging or disposing of any such hazardous or toxic

substance or waste or by-product thereof or with causing or permitting any pollution of any body of water; and the outstanding charges set forth in the Company Disclosure Letter under the caption "Section 4.18" will not result in liability to the Company or any Subsidiaries or any of their respective officers, employees, representatives, agents or shareholders in an amount exceeding \$5,000,000 (net of any insurance proceeds received by the Company with respect to such charges or of any amounts received by the Company under any indemnification rights of the Company with respect to such charges) for all such outstanding charges.

SECTION 4.19. Intellectual Property. (a) The Company or a Subsidiary has exclusive ownership of or rights to use each material patent, patent application, trademark (whether or not registered), trademark application, trade name, service mark, copyright and other trade secret or proprietary intellectual property (collectively "Intellectual Property") owned by or used in and material to the business of the Company and the Subsidiaries, taken as a whole, and the current use by a Company or Subsidiary of such Intellectual Property does not infringe the rights of any other person, except for any such infringements that could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect. To the knowledge of the Company and the Subsidiaries, no other person is infringing the rights of the Company or any Subsidiary in any such Intellectual Property, except for any such infringements that could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

SECTION 4.20. Material Contracts. (a) Except for agreements, contracts, plans, leases, arrangements or commitments disclosed in the Company's SEC filings referred to in Section 4.7, neither the Company nor any Subsidiary is a party to or subject to:

(i) any contract or other document that substantially limits the freedom of the Company or any Subsidiary to compete in any line of business or with any person or in any area or which would so limit the freedom of the Company or any Subsidiary after the Effective Time; or

(ii) any other contract or any commitment not made in the ordinary course of business which is material to the Company and the Subsidiaries taken as a whole.

(b) All agreements, contracts, plans, leases, arrangements and commitments disclosed in the Company's SEC filings referred to in Section 4.7 (the "Material Contracts") are valid and binding agreements of the Company or a Subsidiary, are in full force and effect (other than those that have expired in accordance with their terms in the ordinary course of business, which expirations have not had and could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect), and neither the Company, any Subsidiary nor, to the knowledge of the Company, any other party thereto is in default under the terms of any such agreement, contract, plan, lease, arrangement or commitment, except for any such defaults that have not had and could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Neither the Company nor any Subsidiary is in default under the terms of any exclusive license or distribution agreement or arrangement, any license of assets to the Company or any Subsidiary, any distribution agreement or arrangement that, by its terms, provides for payments to the Company or any Subsidiary of \$2,000,000 or more per annum or any other material license or distribution

agreement or arrangement, true and complete copies or descriptions of all of which have been delivered to Buyer.

SECTION 4.21. Insurance Coverage. The properties and the conduct of the business of the Company and its Subsidiaries are insured by insurers of recognized responsibility in such amounts and against such risks and losses as are adequate for such business in accordance with customary industry practices.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to the Company that:

SECTION 5.1. Corporate Existence and Power. Each of Buyer and Merger Subsidiary is a corporation duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation and has all corporate powers and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted.

SECTION 5.2. Corporate Authorization. The execution, delivery and performance by Buyer and Merger Subsidiary of this Agreement and the consummation by Buyer and Merger Subsidiary of the transactions contemplated hereby are within the corporate powers of Buyer and Merger Subsidiary and have been duly authorized by all necessary corporate action. This Agreement constitutes a valid and binding agreement of Buyer and Merger Subsidiary.

SECTION 5.3. Governmental Authorization. The execution, delivery and performance by Buyer and Merger Subsidiary of this Agreement and the consummation by Buyer and Merger Subsidiary of the transactions contemplated by this Agreement require no action by or in respect of, or filing with, any governmental body, agency, official or authority other than (i) the filing of a certificate of merger in accordance with Delaware Law, (ii) compliance with any applicable requirements of the HSR Act; (iii) compliance with any applicable requirements of the Exchange Act and (iv) compliance with applicable requirements of state or foreign securities laws.

SECTION 5.4. Non-Contravention. The execution, delivery and performance by Buyer and Merger Subsidiary of this Agreement and the consummation by Buyer and Merger Subsidiary of the transactions contemplated hereby do not and will not contravene or conflict with the certificate of incorporation or bylaws of Buyer or Merger Subsidiary, (ii) assuming compliance with the matters referred to in Section 5.3, contravene or conflict with any provision of law, regulation, judgment, order or decree binding upon Buyer or Merger Subsidiary, or (iii) constitute a default under or give rise to any right of termination, cancellation or acceleration of any right or obligation of Buyer or Merger Subsidiary or to a loss of any benefit to which Buyer or Merger Subsidiary is entitled under any agreement, contract or other instrument binding upon Buyer or Merger Subsidiary.

SECTION 5.5. Disclosure Documents. (a) The information with respect to Buyer and its subsidiaries that Buyer furnished to the Company in writing specifically for use in any Company Disclosure Document will not contain, any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading (i) in the case of the Company Proxy Statement at the time the Company Proxy Statement or any amendment or supplement thereto is first mailed to stockholders of the Company, at the time the stockholders vote on adoption of this Agreement and at the Effective Time, and (ii) in the case of any Company Disclosure Document other than the Company Proxy Statement, at the time of the filing thereof and at the time of any distribution thereof and at the expiration of the Offer.

(b) The Offer Documents, when filed, will comply as to form in all material respects with the applicable requirements of the Exchange Act and will not at the time of the filing thereof, at the time of any distribution thereof or at the time of consummation of the Offer, contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading, provided, that this representation and warranty will not apply to statements or omissions in the Offer Documents based upon information furnished to Buyer or Merger Subsidiary in writing by the Company.

SECTION 5.6. Finders' Fees. There is no investment banker, broker, finder or other intermediary engaged by or on behalf of Buyer or Merger Affiliate who might be entitled to any fee or commission from the Company upon consummation of the transactions contemplated by this Agreement.

SECTION 5.7. Financing. Buyer has or has available to it sufficient funds to purchase all of the Shares outstanding and to pay all related fees and expenses on a fully diluted basis pursuant to the Offer.

ARTICLE VI

COVENANTS OF THE COMPANY

The Company agrees that:

SECTION 6.1. Conduct of the Company. Except as disclosed in the Company Disclosure Letter under the caption "Section 6.1," and except for such actions as to which Buyer shall have given its consent (which consent shall not be unreasonably withheld) from the date hereof until the Effective Time, the Company and the Subsidiaries shall conduct their business in the ordinary course consistent with past practice and shall use their best efforts to preserve intact their business organizations and maintain satisfactory relationships with third parties having business relationships with them and to keep available the services of their present officers and employees. Without limiting the generality of the foregoing, from the date hereof until the Effective Time,

neither the Company nor any of its Subsidiaries will, without the prior approval (which approval shall not be unreasonably withheld) of Buyer:

(a) except as expressly contemplated by this Agreement, amend or otherwise change its certificate of incorporation or bylaws or, in the case of the Company, the Rights Plan (as defined in Section 6.6);

(b) enter into any material commitment or transaction (including, but not limited to, any material borrowing, capital expenditure or sale of assets), other than in the ordinary course of business;

(c) grant any increase in the compensation payable or to become payable by the Company or any of its Subsidiaries to any of their officers or employees or any increase in any bonus, insurance, pension or other employee benefit plan, payment or arrangement (including, but not limited to, the granting of stock options, stock appreciation rights or restricted stock awards) made to, for or with such officers or employees;

(d) enter into any employment agreement or, except in accordance with the Company's existing written policy, a copy of which has previously been delivered by the Company to Buyer, grant any severance or termination pay with or to any officer, director or employee of the Company or any of its Subsidiaries;

(e) except as expressly contemplated by this Agreement, amend any of its stock option or stock purchase plans, including any options or rights thereunder;

(f) enter into any foreign currency trading transactions, other than in the ordinary course of business consistent with past practices and not, in the aggregate, in excess of \$500,000;

(g) enter into any customer sale or license agreements with non-standard terms or at discounts from list prices in excess of 20%;

(h) pay commissions to sales employees except on the basis of executed customer contracts with respect to products actually delivered to customers;

(i) enter into any contracts or series of related contracts involving amounts in excess of \$50,000 for any transaction or \$150,000 for any series of transactions;

(j) enter into any customer agreements providing for product replacements; or

(k) (i) take any action, or agree or commit to take any action that would make any representation and warranty of the Company hereunder inaccurate in any respect at, or as of any time prior to the Effective Time or (ii) omit or agree or commit to omit to take any action necessary to prevent any such representation or warrant from being inaccurate in any respect at any such time.

SECTION 6.2. Stockholder Meeting; Proxy Material. (a) The Company shall cause a meeting of its stockholders (the "Company Stockholder Meeting") to be duly called and held as soon as reasonably practicable after consummation of the Offer for the purpose of voting on the approval and adoption of this Agreement and the Merger unless a vote of stockholders of the Company is not required by Delaware Law. The Directors of the Company shall, subject to their fiduciary duties as advised by counsel, recommend approval and adoption of this Agreement and the Merger by the Company's stockholders. In connection with such meeting, after consummation of the Offer the Company (i) will promptly prepare and file with the SEC, will use its reasonable efforts to have cleared by the SEC and will thereafter mail to its stockholders as promptly as practicable the Company Proxy Statement and all other proxy materials for such meeting, (ii) will use its reasonable efforts to obtain the necessary approvals by its stockholders of this Agreement and the transactions contemplated hereby and (iii) will otherwise comply with all legal requirements applicable to such meeting.

(b) Notwithstanding the foregoing, in the event that Merger Subsidiary shall acquire at least ninety percent (90%) of the outstanding Shares, the parties hereto agree, at the request of Merger Subsidiary, subject to Article IX, to take all necessary and appropriate action to cause the Merger to become effective as soon as reasonably practicable after such acquisition (subject to Section 2.5(b)), without a meeting and without a vote of the Company's stockholders, in accordance with the Delaware Law.

SECTION 6.3. Access to Information. From the date hereof until the Effective Time, the Company will give Buyer, its counsel, financial advisors, auditors and other authorized representatives full access to the offices, properties, books and records of the Company and the Subsidiaries, will furnish to Buyer, its counsel, financial advisors, auditors and other authorized representatives such financial and operating data and other information as such Persons may reasonably request and will instruct the Company's and the Subsidiaries' employees, counsel and financial advisors to cooperate with Buyer in its investigation of the business of the Company and the Subsidiaries; provided that no investigation pursuant to this Section shall affect any representation or warranty given by the Company to Buyer hereunder.

SECTION 6.4. Other Offers. (a) From the date hereof until the termination hereof, the Company and the Subsidiaries and the officers, directors, employees or other agents of the Company and the Subsidiaries will not, directly or indirectly, (i) take any action to solicit, initiate or encourage any Acquisition Proposal or (ii) subject to the fiduciary duties of the Board of Directors under applicable law upon the advice of Wilson, Sonsini, Goodrich & Rosati, P.C., counsel to the Company, and in response to an unsolicited request therefor by a person who a majority of the Company's Board of Directors believes intends to submit a Superior Acquisition Proposal, engage in negotiations with, or disclose any nonpublic information relating to the Company or any Subsidiary or afford access to the properties, books or records of the Company or any Subsidiary to, any Person that may be considering making, or has made, an Acquisition Proposal. The Company will promptly notify Buyer after receipt of any Acquisition Proposal or any indication that any Person is considering making an Acquisition Proposal or any request for nonpublic information relating to the Company or any Subsidiary or for access to the properties, books or records of the Company or any Subsidiary by any Person that may be considering making, or has made, an

Acquisition Proposal and will keep Buyer fully informed of the status and details of any such Acquisition Proposal, indication or request. For purposes of this Agreement, "Acquisition Proposal" means any offer or proposal for, or any indication of interest in, a merger or other business combination involving the Company or any Subsidiary or the acquisition of any equity interest in, or a substantial portion of the assets of, the Company or any Subsidiary, other than the transactions contemplated by this Agreement. "Superior Acquisition Proposal" means an Acquisition Proposal which a majority of the disinterested directors determines in its good faith judgment (based on advice of the Company's independent financial advisor) to be more favorable to the Company's stockholders than the Offer or the Merger, and for which financing, to the extent required, is then committed. Nothing in this Section 6.4 shall be deemed to prohibit the Company and its Board of Directors from (i) taking and disclosing a position with respect to a tender offer by a third party pursuant to Rules 14d-9 and 14e-2(a) promulgated under the Exchange Act and (ii) making such disclosures to the Company's stockholders which, in the judgment of and subject to the fiduciary duties of the Board of Directors of the Company, with the advice of Wilson, Sonsini, Goodrich & Rosati, P.C., counsel to the Company, may be required under applicable law.

SECTION 6.5. Notices of Certain Events. The Company shall, within 24 hours, notify Buyer of:

(i) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement;

(ii) any notice or other communication from any governmental or regulatory agency or authority in connection with the transactions contemplated by this Agreement; and

(iii) any actions, suits, claims, investigations or proceedings commenced or, to the best of its knowledge threatened against, relating to or involving or otherwise affecting the Company or any Subsidiary which, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 4.12 or 4.14 or which relate to the consummation of the transactions contemplated by this Agreement.

SECTION 6.6. Rights Agreement. Effective upon execution of this Agreement, the Board of Directors of the Company shall have amended the Rights Agreement on terms satisfactory to Buyer to terminate, modify or redeem the Rights issued thereunder so as to make the Rights inapplicable to the Offer or the Merger or the Stockholder Option Agreement. After such amendment and assuming that neither Buyer nor Merger Subsidiary is in material breach of this Agreement, the Company will not thereafter amend the Rights Plan so as to make the Rights applicable to the Offer or the Merger.

SECTION 6.7. Fair Price Structure. If any "fair price" or "control share acquisition" statute or other similar statute or regulation or any state "blue sky" statute shall become applicable to the transactions contemplated hereby or by the Stockholder Option Agreement, the Company and the members or the Board of Directors of the Company shall grant such approvals and take such actions as are necessary so that the transactions contemplated hereby and thereby may be

consummated as promptly as practicable on the terms contemplated hereby and thereby and otherwise act to minimize the effects of such statute or regulation on the transactions contemplated hereby or thereby.

SECTION 6.8. **Subsidiary Officers and Directors.** The Company will cause each Subsidiary to cause each officer and director of such Subsidiary to tender resignations to the respective Subsidiary effective upon the Effective Date.

SECTION 6.9. **Employee Stock Purchase Plans.** The Company agrees to terminate its 1992 ESPP and 1993 ESPP prior to the Effective Time. The Company agrees to amend Section 4.2(a) of the Company's 401(k) Plan prior to the Effective Time to permit Employer Matching Contributions (as defined therein) in cash. Buyer intends to terminate or discontinue contributions to the Company's 401(k) Plan or merge it into the Buyer's 401(k) Plan and intends that thereafter employees of the Company will be eligible to participate in Buyer's 401(k) Plan.

ARTICLE VII

COVENANTS OF BUYER

Buyer agrees that:

SECTION 7.1. **Confidentiality.** (a) Prior to the Effective Time and after any termination of this Agreement, Buyer will hold, and will use its best efforts to cause its officers, directors, employees, accountants, counsel, consultants, advisors and agents to hold, in confidence, unless compelled to disclose by judicial or administrative process or by other requirements of law, all confidential documents and information concerning the Company and the Subsidiaries furnished to Buyer in connection with the transactions contemplated by this Agreement, including, without limitation, the stockholder lists furnished by the Company pursuant to Section 1.2, except to the extent that such information can be shown to have been (i) previously known on a nonconfidential basis by Buyer, (ii) in the public domain through no fault of Buyer or (iii) later lawfully acquired by Buyer from sources other than the Company; provided that Buyer may disclose such information to its officers, directors, employees, accountants, counsel, consultants, advisors and agents in connection with the transactions contemplated by this Agreement and to its lenders in connection with obtaining the financing for the transactions contemplated by this Agreement so long as such Persons are informed by Buyer of the confidential nature of such information and are directed by Buyer to treat such information confidentially. Buyer's obligation to hold any such information in confidence shall be satisfied if it exercises the same care with respect to such information as it would take to preserve the confidentiality of its own similar information. It is agreed that such information has been and is being provided solely for the purposes of the Offer and the Merger and not to affect, in any way, the parties' competitive position relative to each other or to other entities. If this Agreement is terminated, Buyer will, and will use its best efforts to cause its officers, directors, employees, accountants, counsel, consultants, advisors and agents to, destroy or deliver to the Company, upon request, all documents and other materials, and all copies thereof, obtained by Buyer or on its behalf from the Company in connection with this Agreement that are subject to such

confidence. This confidentiality provision supersedes and replaces in its entirety, any prior confidentiality agreements signed by Buyer or any affiliate of Buyer in favor of the Company or any Subsidiary.

(b) In the event that Buyer or Merger Subsidiary is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process to disclose any of the information required to be kept confidential under paragraph (a), such party shall provide the Company with prompt notice of any such request or requirement so that the Company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this paragraph. If, in the absence of a protective order or other remedy or the receipt of a waiver by Company, the party requested or required to make the disclosure should nonetheless, in the opinion of counsel, disclose such information, the party requested or required to make the disclosure may, without liability hereunder, disclose only that portion of the information which such counsel advises is legally required to be disclosed, provided that the party requested or required to make the disclosure exercises its reasonable efforts to preserve the confidentiality of the information, including, without limitation, by cooperating with the Company to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the information.

SECTION 7.2. Obligations of Merger Subsidiary. Buyer will take all action necessary to cause Merger Subsidiary to perform its obligations under this Agreement (including providing Merger Subsidiary with sufficient funds to pay the aggregate purchase price of Shares accepted for purchase pursuant to the Offer) and to consummate the Merger on the terms and conditions set forth in this Agreement.

SECTION 7.3. Voting of Shares. Buyer agrees to vote all Shares beneficially owned by it in favor of adoption of this Agreement at the Company Stockholder Meeting.

SECTION 7.4. Director and Officer Liability. For six years after the Effective Time, Buyer will cause the Surviving Corporation to indemnify and hold harmless the officers and directors of the Company in respect of acts or omissions occurring prior to the Effective Time to the extent provided under the Company's certificate of incorporation and bylaws in effect on the date hereof; provided that such indemnification shall be subject to any limitation imposed from time to time under applicable law. For three years after the Effective Time, Buyer will cause the Surviving Corporation to use its reasonable efforts to provide officers' and directors' liability insurance in respect of acts or omissions occurring prior to the Effective Time covering each such Person currently covered by the Company's officers' and directors' liability insurance policy on terms with respect to coverage and amount no less favorable than those of such policy in effect on the date hereof, provided that in satisfying its obligation under this Section, Buyer shall not be obligated to cause the Surviving Corporation to pay premiums in excess of the amount per annum the Company paid in its last full fiscal year, which amount has been disclosed to Buyer. This Section 7.4 shall inure to the benefit of those Persons who were or are officers and directors of the Company prior to the Effective Time.

SECTION 7.5. Assumed Options. (a) Buyer agrees to take such actions as shall be necessary to assume the Plan Options, if any, specified in Section 2.5(c). Prior to the Effective Time, the Buyer shall designate in writing those Plan Options which it desires to assume at the Effective Time by agreeing to pay the amount of the Merger Consideration with respect to the full amount of Shares subject to each option (without regard to vesting) (without interest) in lieu of issuing Shares. All other Plan Options assumed by Buyer shall be converted into stock options ("Buyer Options") to purchase from Buyer the number of shares of common stock of Buyer ("Buyer Common Stock") equal to the product obtained by multiplying the number of shares of Company common stock subject to each Company Option by the quotient arrived at by dividing the Merger Consideration per Share by the average of the closing sales prices for the Buyer Common Stock on the New York Stock Exchange for the five (5) trading days ending on the trading day immediately prior to the date of the Effective Time (such quotient being referred to herein as the "Exchange Ratio") rounded down to the nearest whole integer, and the exercise price per share for Buyer Common Stock under each option so assumed shall be the original exercise price per share of the Company Option divided by the Exchange Ratio, rounded up to the nearest whole cent, all in accordance with Section 424(a) of the Code and the regulations promulgated thereunder, without regard to whether the Company Option qualifies as an incentive stock option within the meaning of Section 422 of the Code.

(b) The provisions of Section 7.5(a) may be amended as reasonably required so that the assumption of Company Options thereunder complies with the requirements of Section 424(a) of the Code and the regulations promulgated thereunder. After the Effective Time, Buyer will deliver to each holder of a Company Option a document evidencing the foregoing assumption by the Buyer. Buyer will take all corporate and other action necessary to reserve and make available sufficient shares of Buyer Common Stock for issuance upon the exercise of the Buyer Options, will prepare and file with the SEC registration statements on the appropriate forms (or amendments to existing registration statements) relating to the issuance of Buyer Common Stock upon exercise of the Buyer Options and will use its reasonable efforts to have registration statements declared effective as of, or a reasonable time after, the Effective Time and shall maintain the effectiveness of such registration statements until exercise or termination of all Buyer Options.

ARTICLE VIII

COVENANTS OF BUYER AND THE COMPANY

The parties hereto agree that:

SECTION 8.1. Reasonable Efforts. Subject to the terms and conditions of this Agreement, each party will use its reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate the transactions contemplated by this Agreement.

SECTION 8.2. Certain Filings. The Company and Buyer shall cooperate with one another (a) in connection with the preparation of the Company Disclosure Documents and the Offer

Documents, and (b) in determining whether any action by or in respect of, or filing with, any governmental body, agency or official, or authority is required, or any actions, consents, approvals or waivers are required to be obtained from parties to any material contracts, in connection with the consummation of the transactions contemplated by this Agreement and (c) in seeking any such actions, consents, approvals or waivers or making any such filings, furnishing information required in connection therewith or with the Company Disclosure Documents or the Offer Documents and seeking timely to obtain any such actions, consents, approvals or waivers.

SECTION 8.3. Public Announcements. Buyer, Merger

Subsidiary and the Company will consult with each other before issuing any press release or making any public statement with respect to this Agreement and the transactions contemplated hereby and, except as may be required by applicable law or any listing agreement with any national securities exchange, will not issue any such press release or make any such public statement prior to such consultation.

SECTION 8.4. Further Assurances. At and after the

Effective Time, the officers and directors of the Surviving Corporation will be authorized to execute and deliver, in the name and on behalf of the Company or Merger Subsidiary, any deeds, bills of sale, assignments or assurances and to take and do, in the name and on behalf of the Company or Merger Subsidiary, any other actions and things to vest, perfect or confirm of record or otherwise in the Surviving Corporation any and all right, title and interest in, to and under any of the rights, properties or assets of the Company acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger.

SECTION 8.5. Section 16 Stock Options. The Company and

Buyer agree to take all actions necessary, notwithstanding Section 2.5(a) and Section 7.5 of this Agreement, so that the stock options previously granted to Paul C. Ely for 75,000 Shares, to Robert H. Waterman, Jr. for 50,000 Shares, to Gary B. Filler for 250,000 Shares and to Eric D. Carlson for 250,000 Shares shall be amended by the Company's Board of Directors (and the 1991 Stock Plan amended by the Company's Board of Directors as necessary) prior to the Effective Date, to be cancelled in exchange for a cash payment equal to the Merger Consideration per Share minus the exercise price relating to such options. The Buyer shall make such payment on the later of (i) the date six months and one day following the amendment of the option agreements, or (ii) January 5, 1995.

ARTICLE IX

CONDITIONS TO THE MERGER

SECTION 9.1. Conditions to the Obligations of Each Party.

The obligations of the Company, Buyer and Merger Subsidiary to consummate the Merger are subject to the satisfaction of the following conditions:

(i) if required by Delaware Law, this Agreement shall have been adopted by the stockholders of the Company in accordance with such Law;

(ii) any applicable waiting period (and any extension thereof) under the HSR Act relating to the Merger shall have expired;

(iii) no provision of any applicable law or regulation and no judgment, injunction, order or decree shall prohibit the consummation of the Merger;

(iv) Buyer shall have purchased Shares in an amount equal to at least the Minimum Condition pursuant to the Offer; and

(v) all actions by or in respect of or filings with any governmental body, agency, official, or authority required to permit the consummation of the Merger including those set forth in Sections 4.3 and 5.3 shall have been obtained.

SECTION 9.2. Conditions to the Obligations of Buyer and Merger Subsidiary. The obligations of Buyer and Merger Subsidiary to consummate the Merger are subject to the satisfaction of the further conditions that no court, arbitrator or governmental body, agency or official shall have issued any order, and there shall not be any statute, rule or regulation, restraining or prohibiting the consummation of the Merger or the effective operation of the business of the Company and the Subsidiaries after the Effective Time, and no proceeding challenging this Agreement or the transactions contemplated hereby or seeking to prohibit, alter, prevent or materially delay the Merger shall have been instituted by any Person before any court, arbitrator or governmental body, agency or official and be pending.

ARTICLE X

TERMINATION

SECTION 10.1. Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time (notwithstanding any approval of this Agreement by the stockholders of the Company):

(a) by mutual written consent of the Company and Buyer;

(b) by either Buyer or the Company,

(i) if the Offer shall expire without any Shares having been purchased promptly thereafter pursuant to the Offer; provided, however, that a party shall not be entitled to terminate this Agreement pursuant to this Section 10.1(b)(i) if it is in material breach of its representations and warranties, covenants or other obligations under this Agreement; or

(ii) prior to the purchase of Shares pursuant to the Offer, if there has been a willful breach by the other party of any representation, warranty, covenant or agreement set forth in the Agreement; or

(iii) if the Merger has not been consummated by December 31, 1994; or

(iv) if there shall be any law or regulation that makes consummation of the Merger illegal or otherwise prohibited or if any judgment, injunction, order or decree enjoining Buyer or the Company from consummating the Merger is entered and such judgment, injunction, order or decree shall become final and nonappealable;

(c) by the Company, if Merger Subsidiary shall have failed to commence the Offer in accordance with Section 1.1(a);

(d) by Buyer, upon the occurrence of any Trigger Event described in clauses (i) through (vi) of Section 11.4(b); or

(e) by the Company, upon the occurrence of the Trigger Event described in clause (vi) of Section 11.4(b).

SECTION 10.2. Effect of Termination. If this Agreement is terminated pursuant to Section 10.1, this Agreement shall become void and of no effect with no liability on the part of any party hereto, except that the agreements contained in Sections 7.1 and 11.4, and any claim for breach of this Agreement prior to such termination, shall survive the termination hereof.

ARTICLE XI

MISCELLANEOUS

SECTION 11.1. Notices. All notices, requests and other communications to any party hereunder shall be in writing (including telecopy or similar writing) and shall be given,

if to Buyer or Merger Subsidiary, to:

Computer Associates International, Inc.
1 Computer Associates Plaza
Islandia, NY 11788
Attn: President
Telecopy: (516) 342-4866

with a copy to:

John P. Gourary
Howard, Darby & Levin
1330 Avenue of the Americas
New York, NY 10019
Telecopy: (212) 841-1010

if to the Company, to:

The ASK Group, Inc.
2880 Scott Boulevard
Santa Clara, CA 95052-8013
Attn: Legal Department
Telecopy: (408) 562-8810

with a copy to:

Larry W. Sonsini
Wilson, Sonsini, Goodrich & Rosati, P.C.
650 Page Mill Road
Palo Alto, CA 94304
Telecopy: (415) 496-4084

or such other address or telecopy number as such party may hereafter specify for the purpose by notice to the other parties hereto. Each such notice, request or other communication shall be effective when delivered at the address specified in this Section.

SECTION 11.2. Survival of Representations and Warranties.

The representations and warranties and agreements contained herein and in any certificate or other writing delivered pursuant hereto shall not survive the Effective Time or the termination of this Agreement except for the representations, warranties and agreements set forth in Sections 7.1 and 11.4.

SECTION 11.3. Amendments; No Waivers. (a) Any provision of

this Agreement may be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the Company, Buyer and Merger Subsidiary or in the case of a waiver, by the party against whom the waiver is to be effective; provided that after the adoption of this Agreement by the stockholders of the Company, no such amendment or waiver shall, without the further approval of such stockholders, alter or change (i) the amount or kind of consideration to be received in exchange for any shares of capital stock of the Company, (ii) any term of the certificate of incorporation of the Surviving Corporation or (iii) any of the terms or conditions of this Agreement if such alteration or change would adversely affect the holders of any shares of capital stock of the Company.

(b) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 11.4. Fees and Expenses.

(a) Except as otherwise provided in this Section, all costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such cost or expense. No professional fees and expenses payable by the Company in connection with the transactions contemplated hereby (other than the finder fees described in Section 4.16) shall be based on terms other than regular hourly rates and actual out-of-pocket expenses.

(b) The Company agrees to pay the Buyer a fee in immediately available funds equal to \$12,500,000 promptly, but in no event later than two business days, after the termination of this Agreement as a result of the occurrence of any of the events set forth below (a "Trigger Event"):

(i) the Company shall have entered into, or shall have publicly announced its intention to enter into, an agreement or an agreement in principle with respect to any Acquisition Proposal;

(ii) any person or group (as defined in Section 13(d)(3) of the 1934 Act) (other than Buyer or any of its affiliates) shall have become the beneficial owner (as defined in Rule 13d-3 promulgated under the 1934 Act) of at least 25% of the outstanding Shares or shall have acquired, directly or indirectly, at least 25% of the assets of the Company;

(iii) any person or group shall have commenced, or shall have publicly announced an intention to commence, a tender or exchange offer for at least majority of the outstanding Shares for a consideration per Share greater than the consideration per Share offered under the Offer;

(iv) any representation or warranty made by the Company in, or pursuant to, this Agreement shall not have been true and correct in all material respects when made and any such failures to be true and correct could reasonably be expected to have, individually or in the aggregate, a material adverse effect on the condition (financial or otherwise), business, assets, results of operations or prospects of the Company and the Subsidiaries taken as a whole (except that reductions or delays in orders of products of the Company or the Subsidiaries due solely to any rumors, speculation or announcement of a potential merger involving the Company or the execution of this Agreement and the Merger shall be excluded for consideration for purposes of the effect of an action or inaction on the Company and its Subsidiaries taken as a whole (a "Modified Material Adverse Effect"), or the Company shall have failed to observe or perform in any material respect any of its obligations under this Agreement;

(v) the Board of Directors of the Company shall have withdrawn or materially modified in a manner adverse to Buyer or Merger Subsidiary its approval or recommendation of the Offer, the Merger or this Agreement or its approval of the entry by Buyer into the Stockholder Option Agreement, in any such case whether or not such withdrawal or modification is required by the fiduciary duties of the Board of Directors; or

(vi) prior to the purchase of any Shares under the Offer, the Company shall have received any Acquisition Proposal which the Board of Directors has determined is more favorable to the Company's shareholders than the transactions contemplated by this Agreement, whether or not such determination is required by the fiduciary duties of the Board of Directors.

(c) The Company shall assume and pay, or reimburse Buyer for, all reasonable fees payable and expenses incurred by Buyer (including the fees and expenses of its counsel and the fees and expenses of institutions that are considering making or have made a commitment to provide financing for the transactions contemplated hereby) in connection with this Agreement and the transactions contemplated hereby, in an aggregate amount not to exceed \$2,500,000, whether or not the Offer or the Merger is consummated.

SECTION 11.5. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other parties hereto except that Merger Subsidiary may transfer or assign, in whole or from time to time in part, to one or more of its affiliates, the right to purchase shares pursuant to the Offer, but any such transfer or assignment will not relieve Merger Subsidiary of its obligations under the Offer or prejudice the rights of tendering stockholders to receive payment for Shares validly tendered and accepted for payment pursuant to the Offer.

SECTION 11.6. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

SECTION 11.7. Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received counterparts hereof signed by all of the other parties hereto.

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

THE ASK GROUP, INC.

By /s/ Paul C. Ely, Jr.

Name: Paul C. Ely, Jr.
Title: Chairman of the Board

By /s/ Robert H. Waterman, Jr.

Name: Robert H. Waterman, Jr.
Title: Vice Chairman of the Board

By /s/ Eric D. Carlson

Name: Eric D. Carlson
Title: Chief Executive Officer and
President

COMPUTER ASSOCIATES INTERNATIONAL, INC.

By /s/ Belden A. Frease

Name: Belden A. Frease
Title: Senior Vice President and
Secretary

SPEEDBIRD MERGE, INC.

By /s/ Belden A. Frease

Name: Belden A. Frease
Title: Vice President and Secretary

Conditions

Notwithstanding any other provision of the Offer, Merger Subsidiary shall not be required to accept for payment or pay for any Shares, and may terminate the Offer, if (i) by the expiration of the Offer, the Minimum Condition shall not have been satisfied, (ii) by the expiration of the Offer, the applicable waiting period (and any extension thereof) under the HSR Act shall not have expired or been terminated or (iii) at any time on or after May 18, 1994 and prior to the acceptance for payment of Shares pursuant to the Offer, any of the following conditions exist:

(a) there shall be instituted or pending any action or proceeding by any government or governmental authority or agency, domestic or foreign, or by any other person, domestic or foreign, before any court or governmental authority or agency, domestic or foreign, (i) challenging or seeking to make illegal, to delay materially or otherwise directly or indirectly to restrain or prohibit the acquisition by Merger Subsidiary or any of its affiliates of Shares pursuant to the Company Stock Option Agreement or the Stockholder Option Agreement, the making of the Offer, the acceptance for payment of or payment for some of or all the Shares by Buyer or Merger Subsidiary or the consummation by Buyer or Merger Subsidiary of the Merger, seeking to obtain material damages or otherwise directly or indirectly relating to the transactions contemplated by the Stockholder Option Agreement, this Agreement, the Offer or the Merger, (ii) seeking to restrain or prohibit Buyer's or Merger Subsidiary's ownership or operation (or that of their respective subsidiaries or affiliates) of all or any material portion of the business or assets of the Company and its subsidiaries, taken as a whole, or of Buyer and its subsidiaries, taken as a whole, or to compel Buyer or any of its subsidiaries or affiliates to dispose of or hold separate all or any material portion of the business or assets of the Company and its subsidiaries, taken as a whole, or of Buyer and its subsidiaries, taken as a whole, (iii) seeking to impose or confirm material limitations on the ability of Buyer or any of its subsidiaries or affiliates effectively to exercise full rights of ownership of the Shares, including, without limitation, the right to vote any Shares acquired or owned by Buyer or any of its subsidiaries or affiliates on all matters properly presented to the Company's stockholders, (iv) seeking to require divestiture by Buyer or any of its subsidiaries or affiliates of any Shares, or (v) that otherwise, in the judgment of Buyer, is likely to materially adversely affect the Company and its subsidiaries, taken as a whole, or Buyer and its subsidiaries, taken as a whole; or

(b) there shall be any action taken, or any statute, rule, regulation, injunction, order or decree proposed, enacted, enforced, promulgated, issued or deemed applicable to the Stockholder Option Agreement, this Agreement, the Offer or the Merger, by any court, government or governmental authority or agency,

domestic or foreign other than the application of the waiting period provisions of the HSR Act to the Stockholder Option Agreement, this Agreement, the Offer or the Merger, that, in the judgment of Buyer, is substantially likely, directly or indirectly, to result in any of the consequences referred to in clauses (i) through (v) of paragraph (a) above; or

(c) any change shall have occurred or been threatened (or any development shall have occurred or been threatened involving a prospective change) in the business, assets, liabilities, financial condition, capitalization, operations, results of operations or prospects of the Company or any of its subsidiaries that, in the reasonable judgment of Buyer, is or is likely to be materially adverse to the Company and its subsidiaries, taken as a whole; or

(d) a tender or exchange offer for some or all of the Shares shall have been publicly proposed to be made or shall have been made by another person, or it shall have been publicly disclosed or Buyer shall have otherwise learned that (i) any person or "group" (as defined in Section 13(d)(3) of the Exchange Act) shall have acquired or proposed to acquire beneficial ownership of more than 25% of any class or series of capital stock of the Company (including the Shares), through the acquisition of stock, the formation of a group or otherwise, or shall have been granted any option, right or warrant, conditional or otherwise, to acquire beneficial ownership of more than 25% of any class or series of capital stock of the Company (including the Shares) other than acquisitions for bona fide arbitrage purposes only and other than as disclosed in a Schedule 13D or 13G on file with the Commission on May 18, 1994, (ii) any such person or group which, prior to May 18, 1994, had filed such a Schedule with the Commission shall have acquired or proposed to acquire beneficial ownership of additional shares of any class or series of capital stock of the Company (including the Shares), through the acquisition of stock, the formation of a group or otherwise, which, together with such ownership as is reflected on such Schedule, shall constitute 25% or more of any such class or series, or shall have been granted any option, right or warrant, conditional or otherwise, to acquire beneficial ownership of additional shares of any class or series of capital stock of the Company (including the Shares) which, together with such ownership as is reflected on such Schedule, shall constitute 25% or more of any such class or series or (iii) any person shall have filed a Notification and Report Form under the HSR Act or made a public announcement reflecting an intent to acquire the Company or any material portion of assets of the Company or securities of the Company which, together with such ownership as is reflected on any such Schedule, shall constitute 25% or more of any such class of securities; or

(e) the Company shall have breached or failed to perform in any material respect any of its material covenants or agreements under this Agreement, or any of the material representations and warranties of the Company set forth in this Agreement shall not be true in any material respect when made or at any time prior to consummation of the Offer as if made at and as of such time; or

(f) any party to the Stockholder Option Agreement other than Merger Subsidiary or Buyer shall have breached or failed to perform in any material respect any of its agreements under the Stockholder Option Agreement or any of the representations and warranties of any such party set forth in the Stockholder Option Agreement shall not be true in any material respect, in each case, when made or at any time prior to the consummation of the Offer as if made at and as of such time, or the Stockholder Option Agreement shall have been invalidated or terminated with respect to any Shares subject thereto; or

(g) this Agreement or the Stockholder Option Agreement shall have been terminated in accordance with its terms; or

(h) the Board of Directors of the Company shall have withdrawn or materially modified in a manner adverse to Buyer or the Merger Subsidiary its approval or recommendation of the Offer, the Merger or this Agreement or its approval of the entry by Buyer into the Stockholder Option Agreement; or

(i) the Company shall have entered into, or shall have publicly announced its intention to enter into, an agreement or agreement in principle with respect to any Acquisition Proposal;

which, in the sole judgment of Buyer in any such case, and regardless of the circumstances (including any action or omission by Buyer) giving rise to any such condition, makes it inadvisable to proceed with such acceptance for payment or payment.

EXHIBIT 99(c)(2)

STOCKHOLDER OPTION AGREEMENT

AGREEMENT, dated as of May 18, 1994 among Speedbird Merge, Inc., a Delaware corporation ("Buyer"), and the holders (the "Stockholders") of the shares of common stock, \$0.01 par value (the "Shares") of The ASK Group, Inc., a Delaware corporation (the "Company"), listed on the signature pages hereof.

In order to induce Buyer and certain of its affiliates to enter into an agreement and plan of merger (the "Merger Agreement") with the Company, Buyer has requested the Stockholders, and the Stockholders have agreed, to enter into this Agreement.

The parties hereto agree as follows:

ARTICLE I

STOCK OPTION

SECTION 1.1. Grant of Stock Option. Each of the Stockholders hereby grants to Buyer an irrevocable option (the "Option") to purchase all Shares (including the associated Rights, as defined in Section 4.5 of the Merger Agreement) presently owned by them as set forth on the signature pages hereto and any additional Shares (including such associated Rights) acquired by such Stockholder (whether by purchase or otherwise) after the date of this Agreement (such "Stockholder's Shares" and, collectively, the "Stockholder Shares") at a purchase price of \$13.25 per Stockholder Share (including such associated Rights) (as adjusted pursuant to Section 1.5, the "Purchase Price").

SECTION 1.2. Exercise of Option. (a) Subject to the conditions set forth in Section 1.4 hereof, the Option may be exercised by Buyer, in whole or in part, at any time or from time to time after the date hereof and prior to the 30th business day after the termination of the Merger Agreement in accordance with the terms thereof. In the event Buyer wishes to exercise the Option for all or some of the Stockholder Shares other than pursuant to the Offer (as defined in the Merger Agreement), Buyer shall send a written notice (the "Exercise Notice") to the Stockholders specifying the total number of Stockholder Shares it wishes to purchase pursuant to such exercise (and the corresponding number of each such Stockholder's Shares) and the place, the date (not less than one nor more than 20 business days from the date of the Exercise Notice), and the time for the closing of such purchase, provided that such date and time may be earlier than one day after the Exercise Notice if reasonably practicable. Each closing of a purchase of Stockholder Shares pursuant to this Section 1.2(a) (a "Closing") shall take place at the place, on the date and at the time designated by Buyer in its Exercise Notice, provided that if, at the date of the Closing herein provided for, the conditions set forth in Section 1.4 shall not have been satisfied (or waived), Buyer may postpone the Closing until a date within five business days after such conditions are satisfied.

(b) Upon receipt of instructions from the Buyer, each Stockholder shall deliver to the depository (the "Depository") designated in the Offer (i) a letter of transmittal with respect to such

Stockholder's Shares complying with the terms of the Offer together with instructions directing the Depository to make payment for such Shares directly to the Stockholder (but if such Shares are not accepted for payment and are to be returned pursuant to the Offer, to return such Shares to such Stockholder whereupon they shall continue to be held by such Stockholder subject to the terms and conditions of this Agreement), (ii) the Certificates and (iii) all other documents or instruments required to be delivered pursuant to the terms of the Offer (such documents in clauses (i) through (iii) collectively being hereinafter referred to as the "Tender Documents").

(c) Each Stockholder will deliver (x) the Certificates to the Buyer (in accordance with Buyer's instructions) upon receipt of the notice provided for paragraph (a) above or (y) the Tender Documents to the Depository upon receipt of the instructions provided for in paragraph (b) above and will not (without prior written notice to the Buyer) withdraw the tender effected thereby, in each case in accordance with this Section 1.2. Any withdrawn Shares shall continue to be held by such Stockholder subject to the terms and conditions of this Agreement.

(d) Except to the extent otherwise provided in Section 1.2(e) below, Buyer shall not be under any obligation to deliver any Exercise Notice and may allow the Option to terminate without purchasing any Stockholder Shares hereunder; provided however that once Buyer has delivered to the Stockholders an Exercise Notice, subject to the terms and conditions of this Agreement, Buyer shall be bound to effect the purchase as described in such Exercise Notice.

(e) Buyer agrees that, if Buyer shall have accepted Shares for payment and purchased Shares pursuant to the Offer, Buyer shall, within ten business days of such purchase, exercise the Option in its entirety (or any remaining portion of the Option). This paragraph (e) shall inure to the benefit of the Company.

SECTION 1.3. Closing. At the Closing, (a) each Stockholder shall deliver to Buyer (in accordance with Buyer's instructions) a certificate or certificates (the "Certificates") representing such Stockholder's Shares, duly endorsed or accompanied by stock powers duly executed in blank and (b) Buyer shall deliver to such Stockholder a certified or bank cashier's check or checks payable to or upon the order of such Stockholder in an amount equal to (i) the number of such Stockholder's Shares being purchased at such Closing multiplied by (ii) the Purchase Price (the "Purchase Amount").

SECTION 1.4. Conditions. The obligation of each Stockholder to sell Stockholder Shares at any Closing is subject to the following conditions:

(i) The representations and warranties of Buyer contained in Article IV shall be true and correct in all material respects on the date thereof as if made on such date.

(ii) All waiting periods under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder (the "HSR Act") applicable to such exercise of the Option shall have expired or been terminated.

(iii) There shall be no preliminary or permanent injunction or other order, decree or ruling issued by a court of competent jurisdiction or by a governmental, regulatory or

administrative agency or commission, nor any statute, rule, regulation or order promulgated or enacted by any governmental authority, prohibiting or otherwise restraining such exercise of the Option.

(iv) The Buyer shall have commenced the Offer, the Buyer shall not have materially breached any of its material covenants and agreements in the Merger Agreement, and the Merger Agreement shall not have been terminated.

(v) (A) A tender or exchange offer for any Shares shall have been made or publicly proposed to be made by another person, (B) it shall have been publicly disclosed (or Buyer shall have learned) that any person, entity or group (as that term is used in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended) shall have acquired or proposed to acquire more than 25% of the Shares, or shall have granted any option or right, conditional or otherwise, to acquire more than 25% of the Shares, other than acquisitions for bona fide arbitrage purposes, or a group shall have been formed the members of which hold in the aggregate more than 25% of the Shares, (C) any person other than Buyer or an affiliate of Buyer has entered into an agreement or an agreement in principle providing for a merger, consolidation or other business combination with, or a purchase of all or substantially all the assets of, the Company or of any subsidiary or division of the Company the business of which could constitute a "significant subsidiary" as that term is used in Rule 1.02 of Regulation S-X of the Securities and Exchange Commission, (D) the Board of Directors of the Company has failed to make, or has revoked or modified, its unqualified recommendation in favor of the Offer and the Merger or its approval of the entry by Buyer into this Agreement, or (E) the Company has committed a material breach of any provision of the Merger Agreement.

SECTION 1.5. Adjustment Upon Changes in Capitalization or Merger. (a) In the event of any change in the Company's capital stock by reason of stock dividends, stock splits, mergers, consolidations, recapitalizations, combinations, conversions, exchanges of shares, extraordinary or liquidating dividends, or other changes in the corporate or capital structure of the Company which would have the effect of diluting or changing the Buyer's rights hereunder, the number and kind of shares or securities subject to the Option and the purchase price per Stockholder Share (but not the total purchase price) shall be appropriately and equitably adjusted so that the Buyer shall receive upon exercise of the Option the number and class of shares or other securities or property that the Buyer would have received in respect of the Stockholder Shares purchasable upon exercise of the Option if the Option had been exercised immediately prior to such event. Each Stockholder shall take such steps in connection with such consolidation, merger, liquidation or other such action as may be necessary to assure that the provisions hereof shall thereafter apply as nearly as possible to any securities or property thereafter deliverable upon exercise of the Option.

(b) In the event the consideration per Share to be paid by Buyer pursuant to the Offer is increased, the Purchase Price shall be similarly increased and in the event the Closing hereunder shall have occurred, Buyer shall promptly pay to each Stockholder the product of the amount of such increase in the Purchase Price multiplied by the number of such Stockholder's Shares as to which the Option has been exercised.

ARTICLE II

GRANT OF PROXY

Each Stockholder hereby revokes any and all previous proxies granted with respect to such Stockholder's Shares. By entering into this Agreement, each Stockholder hereby grants a proxy appointing Buyer as such Stockholder's attorney-in-fact and proxy, with full power of substitution, for and in such Stockholder's name, to vote, express consent or dissent, or otherwise to utilize such voting power in such manner and upon such matters as Buyer or its proxy or substitute shall, in Buyer's sole discretion, deem proper with respect to such Stockholder's Shares. The proxy granted by each Stockholder pursuant to this Article II is irrevocable and is granted in consideration of Buyer's entering into this Agreement and the Merger Agreement; provided, however, that such proxy shall be revoked upon termination of this Agreement in accordance with its terms.

ARTICLE III

REPRESENTATIONS AND WARRANTIES
OF THE STOCKHOLDERS

Each of the Stockholders severally represents and warrants to the Buyer that:

SECTION 3.1. Valid Title. Such Stockholder is the sole, true, lawful and beneficial owner of such Stockholder's Shares with no restrictions on such Stockholder's voting rights or rights of disposition pertaining thereto. At any Closing, such Stockholder will convey good and valid title to such Stockholder's Shares being purchased free and clear of any and all claims, liens, charges, encumbrances and security interests. None of such Stockholder's Shares is subject to any voting trust or other agreement or arrangement with respect to the voting of such Shares.

SECTION 3.2. Non-Contravention. The execution, delivery and performance by such Stockholder of this Agreement and the consummation of the transactions contemplated hereby (i) are within such Stockholder's powers, have been duly authorized by all necessary action (including any consultation, approval or other action by or with any other person), (ii) require no action by or in respect of, or filing with, any governmental body, agency, official or authority (except as required under the HSR Act), and (iii) do not and will not contravene or constitute a default under, or give rise to a right of termination, cancellation or acceleration of any right or obligation of such Stockholder or to a loss of any benefit of such Stockholder under, any provision of applicable law or regulation or of any agreement, judgment, injunction, order, decree, or other instrument binding on such Stockholder or result in the imposition of any lien on any asset of such Stockholder.

SECTION 3.3. Binding Effect. This Agreement has been duly executed and delivered by such Stockholder and is the valid and binding agreement of such Stockholder, enforceable against such Stockholder in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, moratorium or other similar laws relating to creditors' rights generally. If this

Agreement is being executed in a representative or fiduciary capacity, the person signing this Agreement has full power and authority to enter into and perform such Agreement.

SECTION 3.4. Total Shares. Except as disclosed under Section 4.5 of the Company Disclosure Letter that accompanies the Merger Agreement, the number of Shares set forth on the signature pages hereto are the only Shares beneficially owned by such Stockholder and, except as set forth on such signature pages, the beneficial owner or owners of such Stockholder's Shares own no options to purchase or rights to subscribe for or otherwise acquire any securities of the Company and has or have no other interest in or voting rights with respect to any securities of the Company.

SECTION 3.5. Finder's Fees. No investment banker, broker or finder is entitled to a commission or fee from Buyer or the Company in respect of this Agreement based upon any arrangement or agreement made by or on behalf of such Stockholder.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF BUYER

The Buyer represents and warrants to each of the Stockholders:

SECTION 4.1. Corporate Power and Authority. Buyer has all requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder. The execution, delivery and performance by Buyer of this Agreement and the consummation by Buyer of the transactions contemplated hereby have been duly authorized by the board of directors of Buyer and no other corporate action on the part of Buyer is necessary to authorize the execution, delivery or performance by Buyer of this Agreement and the consummation by Buyer of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Buyer and is a valid and binding agreement of Buyer, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, moratorium or other similar laws relating to creditors' rights generally.

SECTION 4.2. Acquisition for Buyer's Account. Any Stockholder Shares to be acquired upon exercise of the Option will be acquired by Buyer for its own account and not with a view to the public distribution thereof and will not be transferred except in compliance with the Securities Act of 1933.

ARTICLE V

COVENANTS OF THE STOCKHOLDERS

Each of the Stockholders hereby covenants and agrees that:

SECTION 5.1. No Proxies for or Encumbrances on Stockholder Shares. Except pursuant to the terms of this Agreement, such Stockholder shall not, without the prior written consent of Buyer, directly or indirectly, (i) grant any proxies or enter into any voting trust or other agreement or arrangement with respect to the voting of any Shares or (ii) acquire, sell, assign, transfer, encumber or otherwise dispose of, or enter into any contract, option or other arrangement or understanding with respect to the direct or indirect acquisition or sale, assignment, transfer, encumbrance or other disposition of, any Shares during the term of this Agreement. Such Stockholder shall not seek or solicit any such acquisition or sale, assignment, transfer, encumbrance or other disposition or any such contract, option or other arrangement or assignment or understanding and agrees to notify Buyer promptly and to provide all details requested by Buyer if such Stockholder shall be approached or solicited, directly or indirectly, by any person with respect to any of the foregoing.

SECTION 5.2. No Shopping. Such Stockholder shall not directly or indirectly (i) solicit, initiate or encourage (or authorize any person to solicit, initiate or encourage) any inquiry, proposal or offer from any person to acquire the business, property or capital stock of the Company or any direct or indirect subsidiary thereof, or any acquisition of a substantial equity interest in, or a substantial amount of the assets of, the Company or any direct or indirect subsidiary thereof, whether by merger, purchase of assets, tender offer or other transaction or (ii) subject to the fiduciary duty of such Stockholder as a director of the Company under applicable law (if such Stockholder is such a director), participate in any discussion or negotiations regarding, or furnish to any other person any information with respect to, or otherwise cooperate in any way with, or participate in, facilitate or encourage any effort or attempt by any other person to do or seek any of the foregoing. Such Stockholder shall promptly advise Buyer of the terms of any communications it may receive relating to any of the foregoing.

SECTION 5.3. Conduct of Stockholders. Such Stockholder will not (i) take, agree or commit to take any action that would make any representation and warranty of such Stockholder hereunder inaccurate in any respect as of any time prior to the termination of this Agreement or (ii) omit, or agree or commit to omit, to take any action necessary to prevent any such representation or warranty from being inaccurate in any respect at any such time.

ARTICLE VI
MISCELLANEOUS

SECTION 6.1. Expenses. All costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such cost or expense.

SECTION 6.2. Further Assurances. In the event the Buyer exercises the Option, the Buyer and the Stockholders will each execute and deliver or cause to be executed and delivered all further documents and instruments and use its best efforts to secure such consents and take all such further action as may be reasonably necessary in order to consummate the transactions contemplated hereby or to enable the Buyer and any assignee to exercise and enjoy all benefits and rights of the Stockholders with respect to the Option and the Stockholder Shares.

SECTION 6.3. Additional Agreements. Subject to the terms and conditions of this Agreement, each of the parties hereto agrees to use all reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations and which may be required under any agreements, contracts, commitments, instruments, understandings, arrangements or restrictions of any kind to which such party is a party or by which such party is governed or bound, to consummate and make effective the transactions contemplated by this Agreement.

SECTION 6.4. Specific Performance. The parties hereto agree that the Buyer may be irreparably damaged if for any reason any Stockholder failed to sell such Stockholder's Shares (or other securities deliverable pursuant to Section 1.5) upon exercise of the Option or to perform any of its other obligations under this Agreement, and that the Buyer would not have an adequate remedy at law for money damages in such event. Accordingly, the Buyer shall be entitled to specific performance and injunctive and other equitable relief to enforce the performance of this Agreement by each Stockholder. This provision is without prejudice to any other rights that the Buyer may have against any Stockholder for any failure to perform its obligations under this Agreement.

SECTION 6.5. Notices. All notices, requests, claims, demands and other communications hereunder shall be deemed to have been duly given when delivered in person, by telecopy, or by registered or certified mail (postage prepaid, return receipt requested) to such party at its address set forth on the signature page hereto.

SECTION 6.6. Survival of Representations and Warranties. All representations and warranties contained in this Agreement shall survive delivery of and payment for the Stockholder Shares.

SECTION 6.7. Amendments; Termination. This Agreement may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written agreement executed by the parties hereto. This Agreement may be terminated by any of the parties hereto upon written notice to the other parties hereto on or after the 30th business day after the termination of the Merger Agreement in accordance with its terms.

SECTION 6.8. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that Buyer may assign its rights and obligations to any affiliate of Buyer and provided, further, that no Stockholder may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the Buyer.

SECTION 6.9. Governing Law. This Agreement shall be construed in accordance with and governed by the law of New York without giving effect to the principles of conflicts of laws thereof.

SECTION 6.10. Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received counterparts hereof signed by all of the other parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

SPEEDBIRD MERGE, INC.

By /s/ Belden A. Frease

One Computer Associates Plaza
Islandia, NY 11788-7000

ELECTRONIC DATA SYSTEMS CORPORATION

Class of
Stock

Shares
Owned

By /s/ Robert N. Sharpe

Vice President

common 4,008,535

7117 Forest Lane
Dallas, TX 75230

Class of
Stock

Shares
Owned

HEWLETT-PACKARD COMPANY

By /s/ D. Craig Nordlund

Associate General Counsel
and Secretary

common 2,004,268

3000 Hanover Street
Palo Alto, CA 94304

Class of
Stock

Shares
Owned

THOMAS I. UNTERBERG

/s/ Thomas I. Unterberg

common 0

c/o The ASK Group, Inc.
2880 Scott Boulevard
Santa Clara, CA 95052

Class of Stock -----	Shares Owned -----	ROBERT H. WATERMAN, JR. /s/ Robert H. Waterman, Jr. -----
common	6,000	c/o The ASK Group, Inc. 2880 Scott Boulevard Santa Clara, CA 95052
Class of Stock -----	Shares Owned -----	PAUL C. ELY, JR. /s/ Paul C. Ely, Jr. -----
common	5,000	c/o The ASK Group, Inc. 2880 Scott Boulevard Santa Clara, CA 95052
Class of Stock -----	Shares Owned -----	ERIC CARLSON /s/ Eric Carlson -----
common	10,000	c/o The ASK Group, Inc. 2880 Scott Boulevard Santa Clara, CA 95052

EXHIBIT 99(c)(3)

March 2, 1994

Computer Associates International, Inc.
One Computer Associates Plaza
Islandia, New York 11788-7000

Attention: Mr. Sanjay Kumar

Gentlemen:

In connection with your consideration of a possible business combination transaction (a "Transaction") with The ASK Group, Inc. (the "Company"), the Company and you expect to make available to one another certain nonpublic information concerning their respective business, financial condition, operations, assets and liabilities. As a condition to such information being furnished to each party and its directors, officers, employees, agents or advisors (including, without limitation, attorneys, accountants, consultants, bankers and financial advisors) (collectively, "Representatives"), each party agrees to treat any nonpublic information concerning the other party (whether prepared by the disclosing party, its advisors or otherwise and irrespective of the form of communication) which is furnished hereunder to a party or to its Representatives now or in the future by or on behalf of the disclosing party (herein collectively referred to as the "Evaluation Material") in accordance with the provisions of this letter agreement, and to take or abstain from taking certain other actions hereinafter set forth.

(1) Evaluation Material. The term "Evaluation Material" also shall be deemed to include all notes, analyses, compilations, studies, interpretations or other documents prepared by each party or its Representatives which contain, reflect or are based upon, in whole or in part, the Evaluation Material furnished to such party or its Representatives pursuant hereto. The term "Evaluation Material" does not include information which (i) is or becomes generally available to the public other than as a result of a breach of this Agreement by the receiving party or its Representatives, (ii) was within the receiving party's possession prior to its being furnished to the receiving party by or on behalf of the disclosing party, provided that the source of such information was not known by the receiving party to be bound by a confidentiality

agreement with or other contractual, legal or fiduciary obligation of confidentiality to the disclosing party, (iii) is or becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party or any of its Representatives, provided that such source was not known by the receiving party to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the disclosing party with respect to such information, (iv) is disclosed by the disclosing party to a third party without imposing an express written duty of confidentiality with respect to such information, (v) is independently developed by the recipient without use of Evaluation material, (vi) is disclosed under operation of law, or (vii) is disclosed by the recipient or its Representatives with the discloser's prior written approval.

(2) Purpose of Disclosure of Evaluation Material. It is understood and agreed to by each party that any exchange of information under this agreement shall be solely for the purpose of evaluating a Transaction between the parties and not to affect, in any way, each party's relative competitive position to each party or to other entities. It is further agreed, that the information to be disclosed to each other shall only be that information which is reasonably necessary for such purposes shall not be disclosed or exchanged. For purposes of determining when information is reasonably necessary for such purpose, legal counsel to each party shall agree, in advance, to review information requests so as to comply with such standard. In addition, competitively sensitive information such as information concerning product development or marketing plans, product prices or pricing plans, cost data, customers or similar information which has been determined to be reasonably necessary to a Transaction, shall be limited only to those senior executives and Representatives who are involved in evaluating or negotiating a Transaction or approving the value of a Transaction.

(3) Use of Evaluation Material. Each Party hereby agrees that it and its Representatives shall use the other's Evaluation Material solely for the purpose of evaluating a possible Transaction between the parties, and that the disclosing party's Evaluation Material will be kept confidential and each party and its Representatives will not disclose or use for purposes other than the evaluation of a Transaction any of the other's Evaluation material in any manner whatsoever; provided, however, that (i) the receiving party may make any disclosure of such information to which the disclosing party gives its prior written consent and (ii) any of such information may be disclosed to the receiving party's Representatives who need to know such information for the sole purpose of evaluating a possible Transaction between the parties, who are provided with a copy of this letter agreement and who are directed by the receiving party to treat such information confidentially.

(4) Non-Disclosure. In addition, each party agrees that, without the prior written consent of the other party, its Representatives will not disclose to any other person the fact that any Evaluation Material has been made available hereunder, that discussions or negotiations are taking place concerning a Transaction involving the

parties or any of the terms, conditions or other facts with respect thereto (including the status thereof) provided, that a party may make such disclosure if in the opinion of a party's counsel, such disclosure is necessary to avoid committing a violation of law. In such event, the disclosing party shall use its best efforts to give advance notice to the other party.

(5) Required Disclosure. In the event that a party or its Representatives are requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any of the other party's Evaluation Material or any of the facts whose disclosure is prohibited under paragraph (4) of this letter agreement. The party requested or required to make the disclosure shall provide the other party with prompt notice of any such request or requirement so that the other party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this letter agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by such other party, the party requested or required to make the disclosure or any of its Representative should nonetheless, in the opinion of counsel, disclose the other party's Evaluation Material, the party requested or required to make the disclosure or its Representative may, without liability hereunder, disclose only that portion of the other party's Evaluation Material which such counsel advises is legally required to be disclosed, provided that the party requested or required to make the disclosure exercises its reasonable efforts to preserve the confidentiality of the other party's Evaluation Material, including, without limitation, by cooperating with the other party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the other party's Evaluation Material.

(6) Termination of Discussions. If either party decides that it does not wish to proceed with a Transaction with the other party, the party so deciding will promptly inform the other party of that decision. In that case, or at any time upon the request of either disclosing party for any reason, each receiving party will promptly deliver to the disclosing party or, at the option of the receiving party, destroy all written Evaluation Material (and all copies thereof and extracts therefrom) furnished to the receiving party or its Representatives by or on behalf of the disclosing party pursuant hereto. [In the event of such a decision or request, all other Evaluation Material prepared by the requesting party shall be destroyed and no copy thereof shall be retained, and in no event shall either party be obligated to disclose or provide the Evaluation Material prepared by it or its Representatives to the other party.] Notwithstanding the return or destruction of the Evaluation Material, each party and its Representatives will continue to be bound by its obligations of confidentiality and other obligations hereunder.

(7) No Representation of Accuracy. Each party understands and acknowledges that neither party nor any of its Representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of the Evaluation Material made available by it or to it. Each party agrees that neither

party nor any of its Representatives shall have any liability to the other party or to any of its Representatives relating to or resulting from the use of or reliance upon such other party's Evaluation Material or any errors therein or omissions therefrom. Only those representations or warranties which are made in a final definitive agreement regarding the Transaction, when, as and if executed, and subject to such limitations and restrictions as may be specified therein, will have any legal effect.

(8) Definitive Agreements. Each party understands and agrees that no contract or agreement providing for any Transaction involving the parties shall be deemed to exist between the parties unless and until a final definitive agreement has been executed and delivered. Each party also agrees that unless and until a final definitive agreement regarding a Transaction between the parties has been executed and delivered, neither party will be under any legal obligation of any kind whatsoever with respect to such a Transaction by virtue of this letter agreement except for the matters specifically agreed to herein. For purposes of this paragraph, the term "definitive agreement" does not include an executed letter of intent or any other preliminary written agreement. Both parties further acknowledge and agree that each party reserves the right, in its sole discretion, to provide or not provide Evaluation Material to the receiving party under this Agreement, to reject any and all proposals made by the other party or any of its Representatives with regard to a Transaction between the parties, and to terminate discussions and negotiations at any time.

(9) Waiver. It is understood and agreed that no failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power or privilege hereunder.

(10) Miscellaneous. Each party agrees to be responsible for any breach of this agreement by any of its Representatives. In case any provision of this agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of the agreement shall not in any way be affected or impaired thereby.

(11) Injunctive Relief. It is further understood and agreed that money damages would not be a sufficient remedy for any breach of this letter agreement by either party or any of its Representatives and that the non-breaching party shall be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this letter agreement but shall be in addition to all other remedies available at law or equity. In the event of litigation relating to this letter agreement, if a court of competent jurisdiction determines that either party or any of its Representatives have breached this letter agreement, then the breaching party shall be liable and pay to the non-breaching party the reasonable legal fees incurred in connection with such litigation.

(12) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be performed within such State.

Please confirm your agreement with the foregoing by signing and returning one copy of this letter to the undersigned, whereupon this letter agreement shall become a binding agreement between you and the Company.

Very truly yours,
THE ASK GROUP, INC.

By: /s/ Scott C. Neely

Accepted and Agreed as of
the date first written above:

Computer Associates International, Inc.

By: /s/ Sanjay Kumar

Name: Sanjay Kumar
Title: President

EXHIBIT 99(c)(4)

THE ASK GROUP, INC.
2880 Scott Boulevard
Santa Clara, California 95052

May 15, 1994

Computer Associates International, Inc.
711 Stewart Ave.
Garden City, New York 11530-4787

Dear Sirs:

In order to induce you to spend time and effort to investigate the business and affairs of The ASK Group, Inc. (the "Company") and to engage in further negotiations for your possible acquisition of the Company, the Company hereby agrees (until such time as you advise the Company that such negotiations are terminated) as follows:

The Company, its affiliates and their respective agents will not, directly or indirectly, on or before May 19, 1994 (i) take any action to solicit, initiate or encourage any Acquisition Proposal (as hereinafter defined), (ii) subject to the fiduciary duties of the Board of Directors under applicable law as advised by counsel to the Company, waive any provision of any standstill or similar agreement entered into by the Company or (iii) subject to the fiduciary duties of the Board of Directors under applicable law as advised by counsel to the Company, engage in negotiations with, or disclose any nonpublic information relating to the Company or any subsidiary or afford access to the properties, books or records of the Company or any subsidiary to, any person, entity or group that may be considering making, or has made, an Acquisition Proposal.

The Company will, to and including May 19, 1994, (i) promptly notify you after receipt of any Acquisition Proposal or any inquiries indicating that any person, entity or group is considering making or wishes to make an Acquisition Proposal, (ii) promptly notify you after receipt of any request for nonpublic information relating to the Company or any subsidiary or for access to the properties, books or records of the Company or any subsidiary by any person, entity or group that may be considering making, or has made, and Acquisition Proposal and (iii) subject to the fiduciary duties of the Board of Directors under applicable law as advised by counsel to the Company, keep you advised of the status and principal financial terms of any such Acquisition Proposal, indication or request. The term "Acquisition Proposal" as used herein means any offer or proposal for, or any indication of interest in, a merger or other business combination involving the Company or any subsidiary or the acquisition of any equity interest in, or a significant portion of the assets of, the Company or any subsidiary, other than the possible transaction being negotiated with you.

The Company and each of its subsidiaries will also, to and including May 19, 1994, conduct its operations in the ordinary course of business consistent with past practice. Nothing in this or the preceding paragraph shall be construed to prohibit (i) negotiations regarding, but not any agreement prior to consulting with you (and if you request, using reasonable efforts to extend such negotiations) with respect to, the new secured line of credit

referred to under "Financial Conditions" in the Company's Form 10-Q for the quarter ended March 31, 1994, or (ii) response and discussions with respect to, but not entering into any agreement with respect to, a proposal which the Company has received for the issuance of debt convertible into equity representing not more than 35% of the Company's voting power.

If the Company (i) violates this Agreement, or (ii) engages in conduct (whether or not required by the fiduciary duties of the Board of Directors) which would be prohibited by the Agreement but for the fiduciary duties of the Board of Directors, the Company will pay to you, to compensate you for your substantial time, effort, expense, risks, opportunity cost and other damages which you will incur but which cannot be determined with reasonable certainty, the amount of \$2.5 million as liquidated damages, due immediately upon the termination of negotiations between you and the Company.

No failure or delay by you in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed within such state.

Very truly yours,

THE ASK GROUP, INC.

By: /s/ Scott C. Neely

Title: Vice President and
General Counsel

Agreed:

COMPUTER ASSOCIATES INTERNATIONAL, INC.

By: /s/ Belden A. Frease

Title: Senior Vice President
and Secretary