CONFIDENTIAL
November __, 2000

Project Target
Senior Secured Credit Facilities
Summary of Principal Terms and Conditions

Borrower:		A newly formed Delaware corporation (the "Borrower") that will purchase all the capital stock of Widget Corporation, a Delaware corporation (the "Target"). The Borrower will be a wholly owned subsidiary of an additional newly formed Delaware corporation ("Holdings"), all the outstanding capital stock of which will be owned by Buyright Company (the "Buyer").
Transactions:		The Borrower will acquire (the "Acquisition") all the capital stock of the Target from Worldwide Corporation, a Delaware corporation ("Worldwide"), pursuant to a stock purchase agreement (the "Purchase Agreement") to be entered into by the Borrower and Worldwide, for aggregate consideration of $500,000,000 in cash (the "Purchase Price"). The consummation of the Acquisition will take place as set forth on ANNEX I. In connection with the Acquisition, the Borrower will either (i) issue $200,000,000 in aggregate principal amount of its senior subordinated unsecured notes (the "Senior Subordinated Notes") in a public offering or Rule 144A or other private placement or, (ii) in the event that the Borrower is unable to issue the Senior Subordinated Notes on or prior to the Closing Date, borrow $200,000,000 of senior subordinated unsecured loans from one or more lenders under a new senior subordinated credit facility (the "Bridge Facility") (the above transactions together with the Facilities (defined below), the "Transactions").
Sources and Uses:		The approximate sources and uses of funds necessary to consummate the Transactions are set forth on ANNEX II attached hereto.
Senior Facilities:	(A)	Two Senior Secured Term Loan Facilities to be

provided to the Borrower in an aggregate principal amount of up to $200,000,000 (the "Term Loan Facilities"), such aggregate principal amount to be allocated between (a) a Tranche A Term Loan Facility in an aggregate principal amount of up to $100,000,000 (the "Tranche A Facility") and (b) a Tranche B Term Loan Facility in an aggregate principal amount of up to $100,000,000 (the "Tranche B Facility").

(B) A Senior Secured Revolving Credit Facility to be provided to the Borrower in an aggregate principal amount of up to $50,000,000 (the "Revolving Facility" and, together with the Term Loan Facilities, the "Facilities"), of which up to an amount to be agreed upon will be available in the form of letters of credit (as set forth below).

Agent: ABC Bank ("ABC") will act as administrative agent and collateral agent (collectively, the "Agent") for a syndicate of financial institutions (the "Lenders"), and will perform the duties customarily associated with such roles.

Advisor and Arranger: ABC Securities Inc. will act as advisor and arranger for the Facilities (the "Arranger"), and will perform the duties customarily associated with such roles.

Purpose: (A) The proceeds of the Term Loan Facilities will be used by the Borrower on the date of the initial funding under the Facilities (the "Closing Date"), together with up to $10,000,000 to be drawn under the Revolving Facility on the Closing Date, the proceeds of the Senior Subordinated Notes or the Bridge Facility, as applicable, and the Equity Contributions, to pay the Purchase Price and related fees and expenses in connection with the Transactions.

(B) The proceeds of loans under the Revolving Facility (other than loans used for the purpose specified in the immediately preceding paragraph) will be used by the Borrower for general corporate purposes.

	(C)	Letters of credit will be used by the Borrower for general corporate purposes.
<u>Availability</u>:	(A)	[The full amount of the Term Loan Facilities must be drawn in a single drawing on the Closing Date.] Amounts repaid under the Term Loan Facilities may not be reborrowed.
	(B)	Loans under the Revolving Facility will be available at any time prior to the final maturity of the Revolving Facility. Amounts repaid under the Revolving Facility may be reborrowed.
	(C)	Letters of Credit will be available at any time before the fifth business day prior to the final maturity of the Revolving Facility. [The availability of Loans under the Revolving Facility and Letters of Credit will be subject to a borrowing base calculation to be agreed.]
<u>Default Rate</u>:		In the case of unpaid principal, the applicable interest rate plus 2% per annum and, in the case of any other amount, the rate of interest applicable to ABR loans plus 2% per annum.
<u>Letters of Credit</u>:		Letters of credit under the Revolving Facility will be issued by ABC, as fronting bank (in such capacity, the "<u>Fronting Bank</u>"). Each letter of credit shall expire no later than the earlier of (a) 12 months after its date of issuance and (b) the fifth business day prior to the final maturity of the Revolving Facility, <u>provided</u> that any letter of credit with a one-year tenor may provide for the automatic renewal thereof (in the absence of notice to the contrary from the Fronting Bank) for additional one-year periods (which shall in no event extend beyond the date referred to in clause (b) above). Drawings under any letter of credit shall be reimbursed by the Borrower on the business day next following payment. To the extent that the Borrower does not reimburse the Fronting Bank on

the next business day, the Lenders shall be irrevocably obligated to reimburse the Fronting Bank pro rata based upon their respective commitments. The Borrower may repay letters of credit with the proceeds of a borrowing under the Revolving Facility or a Swing Line Loan, and if a valid notice of borrowing has been made to satisfy its reimbursement obligation, the Borrower shall not be in default for failure to repay drawings under any letter of credit by the next business day.

The issuance of all letters of credit shall be subject to customary procedures for issuances of letters of credit.

Swing Line Loans: A portion of the Revolving Facility not in excess of $5,000,000 shall be available for swing line loans (the "Swing Line Loans") from a Lender to be selected in the syndication process (in such capacity, the "Swing Line Lender") on same-day notice by 2:00 p.m. New York City time. Any Swing Line Loans will reduce availability under the Revolving Facility on a dollar-for-dollar basis. Each Lender under the Revolving Facility shall acquire, under certain circumstances, an irrevocable and unconditional pro rata participation in each Swing Line Loan.

Guarantees: All obligations of the Borrower under the Facilities and under interest rate protection agreements entered into with any Lender (or any affiliate of any Lender) will be unconditionally guaranteed (the "Guarantees") by Holdings and by each existing and each subsequently acquired or organized wholly-owned subsidiary of Holdings other than the Borrower (provided that no foreign subsidiary shall be required to provide a guarantee). Any guarantees to be issued in respect of the Senior Subordinated Notes or the Bridge Facility will be subordinated to the obligations under the Guarantees.

Security: The Senior Facilities, the Guarantees and any interest rate protection agreements entered into with any Lender (or any affiliate of any Lender) will be secured by substantially all the assets of Holdings, the Borrower and each existing and each subsequently acquired or organized wholly-owned subsidiary of Holdings (collectively, the "Collateral"), including but not limited to (a) a security interest in all the capital stock of the Borrower and each other existing and each subsequently acquired or organized subsidiary of Holdings (which security interest, in the case of any foreign subsidiary, shall be limited to 65% of the capital stock of such foreign subsidiary) to the extent owned by Holdings, the Borrower or any subsidiary providing a Guarantee and (b) security interests in substantially all tangible and intangible personal property of Holdings and each existing and each subsequently acquired or organized wholly-owned domestic subsidiary of Holdings (including but not limited to accounts receivable, inventory, intellectual property, cash and proceeds of the foregoing), provided that, with respect to such personal property, perfection of such security interests will be limited to the extent such security interests can be perfected by the filing of UCC-1 financing statements (or, with respect to certificated securities, physical possession to create perfected purchaser status). No security interests will be granted in deposit accounts (except to the extent such a deposit account constitutes "proceeds"). No landlord waivers will be required.

Mortgages and/or deeds of trust will not be required on real property interests except [describe real estate owned in fee or leasehold estates that have significant value].

All the above-described security interests shall be created on terms, and pursuant to documentation, customary for transactions of this type. No security interest will be created in any asset to the extent that such creation results in a breach of any agreement, contract or other document or violates any

		applicable law, regulation or rule, and, the Borrower shall not be required to obtain any agreement, consent or waiver to permit the creation of any security interest [except: describe any required waivers].
Interest Rates and Fees:		As set forth on ANNEX III hereto.
Maturity and Amortization:	(A)	Tranche A Facility
		The Tranche A Facility will mature on the fifth anniversary of the Closing Date, and will amortize on a quarterly basis in annual amounts to be agreed upon, commencing with a date approximately six months after the Closing Date.
	(B)	Tranche B Facility
		The Tranche B Facility will mature on the seventh anniversary of the Closing Date, and will amortize on a quarterly basis, commencing with a date approximately six months after the Closing Date, in nominal annual amounts for a number of years to be agreed upon and in annual amounts to be agreed upon thereafter.
	(C)	Revolving Facility
		The Revolving Facility will mature on the fifth anniversary of the Closing Date.
Mandatory Prepayment:		Subject to application of proceeds required to repay outstandings under the Bridge Facility, loans under the Term Loan Facilities shall be prepaid with (a) 50% of Excess Cash Flow (to be defined), excluding, among other exceptions to be agreed upon, moneys used to pay mandatory or optional prepayments or to fund (or committed to fund) permitted capital expenditures or permitted acquisitions, (b) 100% of the net cash proceeds of all non-ordinary-course asset sales or other dispositions of property by Holdings and its

subsidiaries (including insurance and condemnation proceeds), subject to exceptions to be agreed upon, including minimum threshold amounts and a reasonable period of time for reinvestment, and (c) 50% of the net cash proceeds of issuances of equity securities and 100% of the net cash proceeds of issuances of debt obligations of Holdings and its subsidiaries, subject to exceptions for purchase money and other ordinary course financings, refinancing or replacements of specified existing indebtedness and other exceptions to be agreed upon. [NB: The Borrower may wish to request exceptions for specific issuances of certain equity and subordinated debt up front].

The above-described mandatory prepayments shall be allocated between the Term Loan Facilities pro rata, subject to the provisions set forth below under the caption "Special Application Provisions".

Within each Term Loan Facility, mandatory prepayments shall be applied, first, to the next installment thereof due after the date of such prepayment, and second, to the remaining installments thereof, pro rata to reduce the remaining amortization payments under such Term Loan Facility.

Mandatory prepayments shall be made without premium or penalty, subject to reimbursement of the Lender's redeployment costs in the case of prepayment of Adjusted LIBOR borrowings other than on the last day of the relevant interest period.

Special Application Provisions: After the Borrower has made a mandatory prepayment to the Agent, as between Lenders, holders of loans under the Tranche B Facility may, so long as loans are outstanding under the Tranche A Facility, decline to accept from the Agent any mandatory prepayment described above and, under such circumstances, all amounts that would otherwise be used to prepay loans under the

	Tranche B Facility shall be used to prepay loans under the Tranche A Facility.
Voluntary Prepayment:	Voluntary prepayments will be permitted in whole or in part, at the option of the Borrower, in minimum principal amounts to be agreed upon, without premium or penalty, subject to reimbursement of the Lenders' redeployment costs in the case of prepayment of Adjusted LIBOR borrowings other than on the last day of the relevant Interest Period. All voluntary prepayments of the Term Loan Facilities will be applied pro rata to the remaining amortization payments under the Term Loan Facilities. Within each Term Loan Facility, voluntary prepayments shall be applied, first, to the next installment thereof due after the date of such prepayment, and second, to the remaining installments thereof, pro rata to reduce the remaining amortization payments under such Term Loan Facility.
Representations and Warranties:	Usual for facilities and transactions of this type (and subject, in appropriate cases, to materiality qualifiers and carve-outs), including but not limited to accuracy of financial statements; no material adverse change; absence of litigation; no violation of agreements or instruments; compliance with laws (including ERISA, margin regulations and environmental laws); payment of taxes; ownership of properties; inapplicability of the Investment Company Act and Public Utility Holding Company Act; solvency; effectiveness of regulatory approvals; labor matters; environmental matters; accuracy of information; and validity, priority and perfection of security interests in the Collateral (to the extent of the filing of UCC-1 financing statements that will be made).
Conditions Precedent to Initial Borrowing:	Usual for facilities and transactions of this type, including but not limited to delivery of customary legal opinions, audited financial statements and

other financial information; perfected security interests in the Collateral (limited to the preparation and delivery at closing of UCC-1 financing statements for filing and delivery of certificated securities to create protected purchaser status [specify any real estate or other filings]) subject only to permitted liens; material accuracy of representations and warranties; absence of defaults, prepayment events or creation of liens under debt instruments or other agreements as a result of the transactions contemplated hereby; evidence of authority; required consents; compliance with applicable laws and regulations (including ERISA, margin regulations and environmental laws); absence of material adverse change in the business, assets, operations, properties or financial condition of Holdings and its subsidiaries taken as a whole since ________, 2000 or of the Target and its subsidiaries, taken as a whole, since _________, 2000 [For the initial borrowing, this MAC should match the MAC, if any, of the acquisition agreements]; payment of fees and expenses.

The Transactions shall have been consummated or shall be consummated simultaneously with the closing of the Facilities substantially in accordance with the summary of the Acquisition set forth on ANNEX I. The Lenders shall have consented to any amendments or modifications of the Purchase Agreement that would materially and adversely affect the Lenders. The aggregate level of fees to be paid in connection with the Transactions shall not exceed the amount specified therefor on ANNEX II hereto.

The Equity Contributions shall have been made prior to or simultaneously with the closing of the Facilities (consistent with ANNEX II).

The Borrower shall have received (or shall receive substantially contemporaneously) at least $200,000,000 in gross cash proceeds from either the issuance of the Senior Subordinated Notes in a public offering or Rule 144A or other private placement, or, in the event that the Borrower is unable to issue the Senior Subordinated Notes, loans under the Bridge Facility, as applicable. The terms and conditions of the Senior Subordinated Notes or the Bridge Facility, as applicable (including, but not limited to, the interest rate, maturity, subordination provisions, covenants and events of default), shall be customary for transactions of that type and reasonably acceptable to the Lenders. [Terms of the Senior Subordinated Notes or Bridge Notes should be approved as far in advance as practicable. Ideally, there would be no condition here, and in no event should it appear in the final credit documentation.]

The Lenders shall have received a pro forma consolidated balance sheet of Holdings as of the closing of the Facilities, after giving effect to the Transactions and the consummation of the other transactions contemplated hereby, which shall not be materially inconsistent with the forecasts previously provided to the Lenders. [Ideally, ABC should confirm receipt and delete prior to execution of the Commitment Letter.]

After giving effect to the Transactions and the other transactions contemplated hereby, Holdings and its subsidiaries shall have outstanding no indebtedness or preferred stock other than (a) the loans under the Senior Facilities, (b) the Senior Subordinated Notes or loans under the Bridge Facility, as applicable, and (c) other indebtedness to be agreed upon. [The Borrower should list any other outstanding debt in advance, including on a schedule, if necessary.]

[The Lenders shall be reasonably satisfied as to the amount and nature of any environmental and employee health and safety exposures to which Holdings and its subsidiaries may be subject, and the plans of the Borrower with respect thereto, after giving effect to the Transactions and the consummation of the other transactions contemplated hereby.] [Borrower should ask the Agent whether any Phase I or Phase II environmental reports will be required. ABC should confirm satisfaction and delete and this paragraph should not appear in the final credit documentation.]

[The Lenders shall be reasonably satisfied with the sufficiency of amounts available under the Facilities to meet the ongoing working capital requirements of the Borrower and its subsidiaries following the Transactions and the consummation of the other transactions contemplated hereby.] [ABC should confirm satisfaction and delete prior to the execution of the Commitment Letter.]

[The Lenders shall have received the unaudited consolidated balance sheets and related statements of income, stockholders' equity and cash flows for the Target for the quarter and portion of the year ending ______, 2000, which financial statements shall not be materially inconsistent with the forecasts for such periods previously provided to the Lenders.] [ABC should confirm satisfaction and delete and this paragraph should not appear in final credit documentation, and if items are available, this paragraph should not appear in this Term Sheet.]

[The Lenders shall have received a solvency letter, in form and substance and from an independent evaluation firm of recognized standing, as to the solvency of Holdings and its subsidiaries on a consolidated basis after giving effect to the Transactions and the consummation of the other transactions contemplated hereby.] [The Borrower should negotiate against such a letter as an unnecessary expense.]

All requisite governmental authorities and third parties shall have approved or consented to the Transactions and the other transactions contemplated hereby to the extent required, except where failure to receive any such approvals or consents would not have a material adverse effect, all applicable appeal periods shall have expired and there shall be no governmental or judicial action, actual or threatened, that has a reasonable likelihood of restraining, preventing or imposing burdensome conditions on the Transactions or the other transactions contemplated hereby.

[The Borrower's long-term unsecured debt, after giving effect to the Transactions, shall have been rated "investment grade" by both Moody's and S&P and, if the Borrower is rated in the lowest investment grade category by both Moody's and S&P, shall not have been placed on credit watch by either Moody's or S&P with negative implications, as of the Closing Date.]

<u>Affirmative Covenants</u>:	Usual for facilities and transactions of this type (to be applicable to Holdings and its subsidiaries) and subject to exceptions to be agreed, including but not limited to maintenance of corporate existence and rights; performance of obligations; delivery of audited financial statements, other financial information and notices of default and litigation; maintenance of properties in good working order; maintenance of reasonably satisfactory insurance (customary for businesses of this type); compliance with laws; inspection of books and properties (<u>provided</u> that, inspections shall be at reasonable times and upon reasonable notice, and discussions with accountants shall require the presence of a representative of the Borrower); further assurances; payment of taxes; and execution of interest rate protection agreements reasonably satisfactory to the Agent (on a portion of the Facilities to be agreed).

In addition, if the Borrower has borrowings under the Bridge Facility, the Borrower will use all commercially reasonable efforts to issue not less than $200,000,000 in aggregate principal amount of Senior Subordinated Notes, the terms (including subordination terms) of which shall comply with criteria to be agreed upon, as promptly as practicable after the Closing Date in a public offering or in a Rule 144A or other private placement. The proceeds from the issuance of the Senior Subordinated Notes shall be used to repay loans under the Bridge Facility (or exchange notes or roll-over notes to the extent issued pursuant thereto).

Negative Covenants:	Usual for facilities and transactions of this type (to be applicable to Holdings and its subsidiaries on the Closing Date and to the Target and its subsidiaries following acquisition by the Borrower of 100% of the [common] equity securities of the Target) and subject to exceptions and baskets to be agreed, including but not limited to prohibition of dividends on, and redemptions and repurchases of, equity securities; prohibition of prepayments, redemptions and repurchases of subordinated debt or preferred stock; limitations on prepayments, redemptions and repurchases of senior debt; limitations on liens and sale-leaseback transactions; limitations on loans and investments; limitations on debt; limitations on mergers, acquisitions and asset sales; limitations on transactions with affiliates (excluding specified management and other agreements to be specified); limitations on changes in business conducted; limitations on material amendments of debt and other material agreements.
Selected Financial Covenants:	The credit agreement relating to the Senior Facilities (the "Credit Agreement") will contain financial covenants (with definitions of financial terms and levels to be agreed upon) based upon the financial information provided to ABC (to be applicable to Holdings and its subsidiaries on a consolidated basis and include Target and its subsidiaries following acquisition by the Borrower of 100% of the [common] equity securities of the Target), including but not limited to (a) maximum ratios of Total Debt to EBITDA, (b) minimum ratios of EBITDA to Interest Expense, (c) minimum ratios of EBITDA minus Capital Expenditures to Interest Expense, (d) minimum net worth, and

(e) limitations on capital expenditures. [NB: The number of financial covenants varies widely from transaction to transaction. Borrower may wish to request that levels for financial covenants be set in advance of execution of the Commitment Letter.]

<u>Events of Default</u>:	Usual for facilities and transactions of this type, including but not limited to nonpayment of principal or interest (subject to a 3 business day grace period for payments of interest), violation of specified covenants (without a cure period), violation of the balance of the covenants following receipt of notice given by the Agent to the Borrower (with a 30-day cure period), incorrectness of representations and warranties in any material respect, cross default and cross acceleration to material debt agreements [(with a principal amount in excess of $___ million)], bankruptcy, material judgments (with an amount in excess of $___ that is not covered by insurance) [The Borrower may wish to establish dollar thresholds for material agreements and material judgments], ERISA, invalidity of the guarantees, the security documents or the subordination provisions of the Senior Subordinated Notes or the Bridge Facility and Change in Control (the definition of which will be agreed upon). [NB: Borrower may wish to define Change of Control up front.]
<u>Voting</u>	Amendments and waivers of the Credit Agreement and the other definitive credit documentation will require the approval of Lenders holding more than 50% of the aggregate amount of the loans and commitments under the Senior Facilities, except that (a) the consent of each Lender adversely affected thereby shall be required with respect to, among other things, (i) increases in commitments, (ii) reductions of principal, interest or fees, (iii) extensions of scheduled amortization or final maturity and (iv) releases of all or substantially all the Collateral or material guarantees (other than, in each case, in connection with any sale of Collateral permitted by the Credit Agreement), and (b) the

	consent of Lenders holding more than 50% of each adversely affected tranche of the Term Loan Facilities shall be required with respect to any amendment that changes the allocation between the Term Loan Facilities of any voluntary or mandatory prepayments of loans under the Term Loan Facilities (or the application of such prepayments to the remaining amortization payments under the Term Loan Facilities).
Cost and Yield Protection:	Standard yield protection (including compliance with risk-based capital guidelines, increased costs and interest period breakage indemnification; provided that, any reimbursement for any funding losses of the Lenders therefrom shall have been claimed within 6 months after the occurrence thereof), including defaulting lender provisions.
Taxes:	All payments by the Borrower will be free and clear of any present or future taxes, withholdings or other deductions whatsoever (other than income taxes in the jurisdiction of the Lender's applicable lending office). The Lenders will use reasonable efforts (consistent with their respective internal policies and legal and regulatory restrictions and so long as such efforts would not otherwise be disadvantageous to such Lenders) to minimize to the extent possible any applicable taxes and the Borrower will indemnify the Lenders and the Agent for such taxes paid by the Lenders or the Agent; provided that, the Borrower shall have the right to replace any Lender that shall have claimed such indemnification.
Assignments and Participations:	The Lenders will be permitted to assign loans and commitments to other Lenders (or their affiliates) without restriction, or to other financial institutions with the consent of the Borrower and the Agent, in each case not to be unreasonably withheld subject, in each case, to receipt of an express agreement from each assignee and potential assignee to whom confidential information is distributed for the benefit of the Borrower and its affiliates to maintain

material non-public information received by it confidential. The Agent will receive a processing and recordation fee of $3,500, payable by the assignor and/or the assignee, with each assignment. Assignments will be by novation and will not be required to be pro rata among the Senior Facilities.

The Lenders will be permitted to participate loans and commitments without restriction, subject, in each case, to receipt of an express agreement from each participant and potential participant to whom confidential information is distributed for the benefit of the Borrower and its affiliates to maintain material non-public information received by it confidential. Voting rights of participants shall be limited to matters in respect of (a) reductions of principal, interest or fees, (b) extensions of final maturity and (c) certain releases of collateral.

Expenses and Indemnification:

All reasonable out-of-pocket expenses (including but not limited to expenses incurred in connection with due diligence, printing distributions and bank meetings) of the Arranger and the Agent associated with the syndication of the Senior Facilities and with the preparation, execution and delivery, administration, waiver or modification and enforcement of the Credit Agreement and the other documentation contemplated hereby and thereby (including the reasonable fees, disbursements and other charges of counsel) are to be paid by the Borrower. In addition, all reasonable out-of-pocket expenses of the Lenders for enforcement costs and documentary taxes associated with the Facilities are to be paid by the Borrower.

The Borrower will indemnify the Arranger, the Agent, the Lenders and their respective officers, directors, employees, affiliates, agents and controlling persons and hold them harmless from and against all costs, expenses (including reasonable fees, disbursements and other charges of counsel) and liabilities of any such indemnified person arising out of or relating to any claim or any litigation or other proceedings (regardless of whether any such indemnified person is a party thereto) that relate to the Transactions or any transactions connected therewith, provided that none of the Arranger, the Agent or any Lender will be indemnified for its gross negligence or willful misconduct. To the extent not precluded by a conflict of interest, the indemnified persons and the Borrower shall endeavor to work cooperatively with a view to minimizing the legal and other expenses associated with any defense and any potential settlement or judgment. To the extent reasonably practicable and not disadvantageous to any party, it is anticipated that a single counsel may be used. Settlement of any claim or litigation involving any material indemnified amount will require the Borrower's approval, not to be unreasonably withheld.

Counsel for the Arranger and the Agent:	[ ].
Governing Law and Forum:	New York.

Sources and Uses of Funds
(in millions of dollars)

Uses of Funds		Sources of Funds	
Purchase Price	$500.0	Tranche A Facility	100.0
Transaction Expenses	10.0	Tranche B Facility	100.0
		Revolving Facility	10.0 1/
		Senior Subordinated Notes/Bridge Facility	200.0
		Equity Contribution	100.0
Total Uses	$510.0	Total Sources	$510.0

1/ Represents drawn portion of $50,000,000 Revolving Facility.

Interest Rates:	The interest rates under the Facilities will be as follows: Revolving Facility and Tranche A Facility At the Borrower's option, Adjusted LIBOR plus ___% or ABR plus ___%. Tranche B Facility At the Borrower's option, Adjusted LIBOR plus ___% or ABR plus ___%. All Senior Facilities The Borrower may elect interest periods of 1, 2, 3 or 6 months, or with the consent of the Agent, 9 or 12 months, for Adjusted LIBOR borrowings. Calculation of interest shall be on the basis of actual days elapsed in a year of 360 days (or 365 or 366 days, as the case may be, in the case of ABR loans based on the Prime Rate) and interest shall be payable at the end of each interest period and, in any event, at least every 3 months or 90 days, as the case may be. ABR is the Alternate Base Rate, which is the highest of ABC's Prime Rate, the Federal Funds Effective Rate plus ½ of 1% and the Base CD Rate plus 1%. Adjusted LIBOR and the Base CD Rate will include statutory reserves (to the extent incurred) (and, in the case of the Base CD Rate, FDIC assessment rates, to the extent applicable).
Letter of Credit Fee:	A participation fee equal to ___% per annum will accrue on the aggregate face amount of outstanding letters of credit under the Revolving Facility, payable in arrears at the end of each quarter and upon the termination of the Revolving Facility, in

each case for the actual number of days elapsed over a 365 or 366-day year, as applicable. Such fees shall be distributed to the Lenders pro rata in accordance with the amount of each such Lender's Revolving Facility commitment. In addition, the Fronting Bank shall receive a fronting fee equal to ___ % per annum to be agreed upon of all outstanding letters of credit, payable quarterly in arrears.

Commitment Fees:	___ of 1% per annum of the undrawn portion of the commitments in respect of the Facilities, in each case commencing to accrue with respect to each Lender's commitment on the Closing Date, payable quarterly in arrears after the Closing Date, computed on the actual number of days elapsed over a 365 or 366-day year, as applicable.