

Obligor Name Bain & Co.
Obligor # 055-226-4300
Obligation # _____
Section/Tab 1-8-1
Officer/Ext ERILLI-30711

AMENDED AND RESTATED

LOAN AGREEMENT

among

BAIN & COMPANY, INC.,

THE LENDERS REFERRED TO HEREIN

and

(b)(4)



as Agent

dated as of

March 31, 1993

INDEXDOCUMENTS DELIVERED BY AGENTS: ITEM NO.

Loan Agreement (with exhibits) 1

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Second Amended and Restated
ESOP II Security Agreement 3

Consent regarding Subsidiary
Guarantee and Security Agreement 4

DOCUMENTS DELIVERED BY BORROWER:

Copies of executed Senior Term
Notes payable to the Lenders
and Landlord 5

Copies of executed Revenue
Performance Certificates
payable to the Lenders and Landlord 6

Long-form certificate of the
Secretary of State of Massachusetts
dated as of March 25, 1993, as to the
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status and listing all charter
documents of the Borrower 7

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CONFORMED COPY

AMENDED AND RESTATED

LOAN AGREEMENT

among

BAIN & COMPANY, INC.,

THE LENDERS REFERRED TO HEREIN

and

(b)(4)

as Agent

dated as of

March 31, 1993

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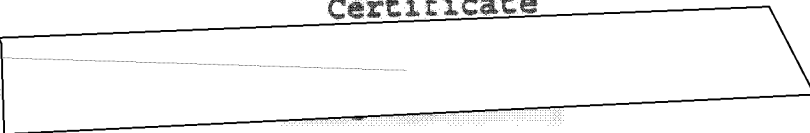
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(b)(4)



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DRAFT: 3/31/93

AMENDED AND RESTATED
LOAN AGREEMENT

AMENDED AND RESTATED LOAN AGREEMENT dated as of March 31, 1993 among Bain & Company, Inc., a Massachusetts corporation, the Lenders listed on the signature pages hereof and [redacted] as Agent.

BACKGROUND

1. [redacted] Recoll, [redacted] and [redacted] the Borrower are parties to a Loan Agreement dated as of June 10, 1991 (as amended prior to the date hereof, the "Original Loan Agreement"). Pursuant to the Original Loan Agreement, various obligations of the Borrower (including obligations under [redacted] the ESOP II Loan Agreement and the ESOP II Reimbursement Agreement) were restructured and are now outstanding as Tranche A Loans, Tranche B Loans, a Tranche C Loan and Tranche D Obligations. The amounts of such loans and obligations outstanding on the date hereof, including Deferred Interest thereon, are shown on Schedule I.

2. The Lenders and the Borrower have agreed that, upon payment by the Borrower to the Lenders of an aggregate of [redacted] in cash and subject to the terms and conditions of this Agreement, on the Effective Date (i) the Tranche D Obligations held by Lenders other than [redacted] shall be cancelled without consideration, (ii) the Tranche D Obligations of [redacted] shall be restructured as Revenue Performance Obligations and (iii) the Tranche A, B and C Loans outstanding under the Original Loan Agreement (including Deferred Interest) shall be reduced and restructured and shall be outstanding hereunder as Senior Term Loans and Revenue Performance Obligations.

3. The Tranche A, B and C Loans and Tranche D Obligations outstanding under the Original Loan Agreement

* Capitalized terms used herein have the meanings set forth in Section 1.01.

(b)(4) consist of [redacted] Existing ESOP II Loans and
 (b)(4) Existing [redacted] Obligations. The portions of the loans
 (b)(4) outstanding under the Original Loan Agreement which consist
 (b)(4) of [redacted] are secured by a first lien on
 (b)(4) certain assets of the Borrower which include the Borrower's
 (b)(4) accounts receivable [redacted] and the portions
 (b)(4) of the Loans outstanding under the Original Loan Agreement
 (b)(4) which consist of Existing ESOP II Loans are secured by a
 (b)(4) second lien on the [redacted] Collateral. In addition, all of the
 (b)(4) Tranche A and Tranche B Loans outstanding under the Original
 (b)(4) Loan Agreement are secured by a third lien on the [redacted]
 (b)(4) Collateral and by certain other assets of the Borrower and
 (b)(4) its subsidiaries (the "Additional Collateral").

4. The parties intend that the [redacted] Collateral (b)(4)
 and the Additional Collateral shall continue to secure the (b)(4)
 portions of the Senior Term Loans into which [redacted] (b)(4)
 Loans, Existing ESOP II Loans and Existing [redacted] (b)(4)
 Obligations secured by such collateral shall be
 restructured, with the same relative priority as was in
 effect prior to the restructuring. Accordingly, [redacted] (b)(4)
 (b)(4) [redacted] Existing ESOP II Loans and Existing [redacted] (b)(4)
 Obligations outstanding prior to the Effective Date shall be
 restructured and remain outstanding hereunder as provided in
 Schedule I.

5. The parties intend that the restructuring of
 loans and obligations provided for in this Agreement shall
 become effective simultaneously with a restructuring of the
 (b)(4) currently outstanding [redacted] obligation.

NOW, THEREFORE, the parties hereto agree to amend
 and restate the Original Loan Agreement as follows:

ARTICLE I
 DEFINITIONS

SECTION 1.01. Definitions. The following terms,
 as used herein, have the following meanings:

"Adjusted Expenses" means, for any period, Revenue
 for such period (i) minus the consolidated net income of the
 Borrower and its Consolidated Subsidiaries for such period,
 (ii) plus (in each case to the extent included in
 calculating such consolidated net income) income recognized
 upon cancellation of indebtedness and decreases in non-cash
 reserves, (iii) minus (in each case to the extent deducted
 in calculating such consolidated net income) interest
 expense, income taxes, Officer Bonuses, depreciation and
 amortization expense, ESOP Expenses, Foreign Plan Expenses,
 Qualifying Severance Costs, non-cash writedowns of assets,

increases in non-cash reserves and Subordinated Deferred Compensation and (iv) plus (in each case to the extent paid during such period) Capital Expenditures, ESOP Cash Payments, Foreign Plan Cash Payments and cash payments made to vice presidents or directors under long term compensation plans other than Officer Bonuses for the current Fiscal Year or any prior Fiscal Year (to the extent such compensation payments are not deducted in calculating such consolidated net income).

"Affiliate" means (i) any Person that directly, or indirectly through one or more intermediaries, controls the (b)(4) Borrower (a "Controlling Person"), (ii) any Person (other than the Borrower, a Subsidiary or (b)(4) [redacted] which is controlled by or is under common control with a Controlling Person, (iii) any Original Director, (b)(4)(b) [redacted] and (v) Bain & Company and its successors; (b)(4)(b) [redacted] provided that [redacted] the ESOP Trustee shall not be Affiliates. As used herein, the term "control" means possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

(b)(4).(b)
(6)

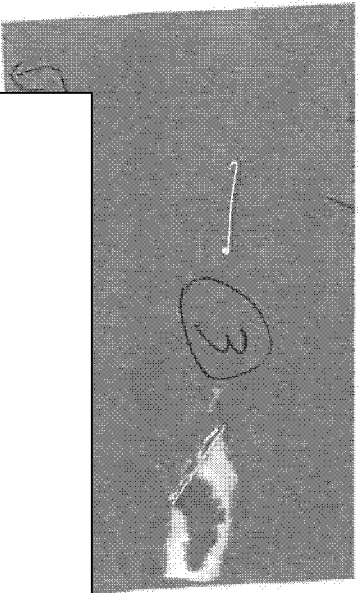
(b)(4) "Agent" means [redacted] in its capacity as agent for the Lenders hereunder, and its successors in that capacity.

"Agreement", and references to "this Agreement", "herein", "hereof", "hereunder" and similar references shall mean or refer to this Amended and Restated Loan Agreement dated as of March 31, 1993, as thereafter amended from time to time.

"Assignee" has the meaning set forth in Section 8.06.

"Assignment Agreement" has the meaning set forth in Section 8.06.

(b)(4) [Large redacted area]



"Bain U.K." means Bain United Kingdom, Inc., a corporation organized under the laws of the United Kingdom, and its successors.

"Bain U.K., Inc. Pension Plan" means the Bain United Kingdom, Inc. Pension Plan, as in effect on the date hereof.

"Bankruptcy Event of Default" means an Event of Default specified in Section 6.01(g) or 6.01(h) with respect to the Borrower.

"Banks" means Recoll, (b)(4) in its capacity as a Lender hereunder, each Assignee of a Bank pursuant to Section 8.06(c), and their respective successors.

"Base Projections" means the financial projections of the Borrower dated March 16, 1993 and delivered to the Lenders prior to the Effective Date.

"Benefit Arrangement" means at any time an employee benefit plan within the meaning of Section 3(3) of ERISA which is not a Plan or a Multiemployer Plan and which is maintained or otherwise contributed to by any member of the ERISA Group.

"Borrower" means Bain & Company, Inc., a Massachusetts corporation, and its successors.

"Borrower Pledge and Security Agreement" means the Borrower Pledge and Security Agreement dated as of June 10, 1991 between the Borrower and (b)(4) as collateral agent, as such Borrower Pledge and Security Agreement may be amended from time to time.

"Business Day" means any day except a Saturday, Sunday or other day on which commercial banks in New York City are authorized by law to close.

"Capital Expenditures" means, for any period, the consolidated capital expenditures of the Borrower and its Consolidated Subsidiaries for such period.

"Cash Flow" means, for any Fiscal Year, the consolidated net income of the Borrower and its Consolidated Subsidiaries for such Fiscal Year (i) plus (in each case to the extent deducted in calculating such consolidated net income) depreciation and amortization expenses, ESOP Expenses, Foreign Plan Expenses, Subordinated Deferred Compensation, interest not paid in cash in such Fiscal Year, non-cash phantom note and phantom portfolio expense and

non-cash writedowns of assets and non-cash reserves not reflected in the calculation of Changes in Other Balance Sheet Items for such Fiscal Year, (ii) minus (in each case to the extent paid during such Fiscal Year) Capital Expenditures, ESOP Cash Payments, Foreign Plan Cash Payments, cash payments of interest (to the extent not included in calculating such consolidated net income for such Fiscal Year) cash payments on or with respect to Subordinated Obligations, Restricted Payments (without duplication and to the extent not deducted in calculating such consolidated net income for such Fiscal Year), cash payments made to vice presidents or directors

(b)(4)

[redacted] for the current Fiscal Year or any prior Fiscal Year (to the extent not deducted in calculating such consolidated net income for such Fiscal Year), Officer Bonuses (to the extent not deducted in calculating such consolidated net income for such Fiscal Year) and principal payments of the Senior Term Loans and payments of the Revenue Performance Obligations, (iii) minus income recognized upon cancellation of indebtedness, Changes in Working Capital, Changes in Other Balance Sheet Items and (to the extent included in calculating such consolidated net income for such Fiscal Year) decreases in non-cash reserves for such Fiscal Year.

"Changes in Other Balance Sheet Items" means, for any Fiscal Year, (i) the sum of deferred taxes, deferred credits relating to rent holiday and deferred lease/rent expense (any liability for the foregoing three items being treated as a negative number),

(b)(4)

[redacted]
(ii) the sum of deferred taxes, deferred credits relating to rent holiday and deferred lease/rent expense (any liability for the foregoing three items being treated as a negative number),

(b)(4)

"Changes in Working Capital" means, for any Fiscal Year, (i) Working Capital at the end of such Fiscal Year minus (ii) Working Capital at the end of the previous Fiscal Year.

(b)(4)

[redacted] and its successors.

"Collateral" means (i) when used with respect to a specific Collateral Document, the "Collateral" (as defined therein) or (ii) when used with respect to the Collateral Documents generally, all "Collateral" (as defined therein).

"Collateral Agent" means, as the context may require, (i) the Collateral Agent under [redacted] (b)(4) [redacted] (ii) the Collateral Agent under the ESOP II Amended Security Agreement, (iii) the Collateral Agent under the Borrower Pledge and Security Agreement or (iv) the Collateral Agent under the Subsidiary Guarantee and Security Agreements. "Collateral Agents" means all of the foregoing Collateral Agents.

"Collateral Documents" means [redacted] (b)(4) [redacted] the ESOP II Amended Security Agreement, the Borrower Pledge and Security Agreement and the Subsidiary Guarantee and Security Agreements.

"Consolidated Subsidiary" means at any date any Subsidiary or other entity the accounts of which would be consolidated with those of the Borrower in its consolidated financial statements if such statements were prepared as of such date;

[redacted] (b)(4) [redacted] means the portions of [redacted] (b)(4) [redacted] included in the Senior Term Loans and Revenue Performance Obligations as a result of the restructuring of the [redacted] (b)(4) [redacted] pursuant to Section 2.02(a).

"Continuing ESOP II Loans" means the portions of the Existing ESOP II Loans included in the Senior Term Loans and Revenue Performance Obligations as a result of the restructuring of the Existing ESOP II Loans pursuant to Section 2.02(a).

"Continuing [redacted] (b)(4) [redacted] means the portions of the [redacted] (b)(4) [redacted] Obligations included in the Senior Term Loans and Revenue Performance Obligations as a result of the restructuring of the [redacted] (b)(4) [redacted] Obligations pursuant to Section 2.02(a).

"Cumulative Cash Flow" means, at the end of any Fiscal Year, the sum of Cash Flow for such Fiscal Year and Cash Flow for each previous Fiscal Year beginning on or after April 1, 1993.

"Current Assets" means, at the end of any Fiscal Year, the consolidated current assets of the Borrower and

its Consolidated Subsidiaries at the end of such Fiscal Year, other than cash and Temporary Cash Investments.

"Current Liabilities" means, at the end of any Fiscal Year, the consolidated current liabilities of the Borrower and its Consolidated Subsidiaries at the end of such Fiscal Year, other than (i) the current portion of long term debt, (ii) deferred Officer Bonuses, (iii) the current portion of deferred interest, (iv) the current portion of the Bain Capital Obligation and (v) accrued ESOP expense.

"Debt" of any Person means at any date, without duplication, (i) all obligations of such Person for borrowed money, (ii) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (iii) all obligations of such Person to pay the deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of business, (iv) all obligations of such Person as lessee which are capitalized in accordance with generally accepted accounting principles, (v) all Debt of others secured by a Lien on any asset of such Person, whether or not such Debt is assumed by such Person, (vi) all obligations (whether contingent or non-contingent) of such Person to reimburse any bank or other Person in respect of amounts paid under letters of credit or other similar instruments and (vii) all Debt of others which is the subject of a Guarantee by such Person.

"Default" means any condition or event which constitutes an Event of Default or which with the giving of notice or lapse of time or both would, unless cured or waived, become an Event of Default.

"Deferred Interest" means deferred interest outstanding under the Original Loan Agreement immediately prior to the Effective Date.

(b)(4) [redacted]
(b)(4) [redacted] and its successors; provided that, if [redacted] shall (b)(4)
assign all or any portion of its Senior Term Loan and Revenue Performance Obligation as permitted by Section 8.06, (b)(4)
the term [redacted] shall mean, for purposes of payments with (b)(4)
respect to this Agreement, the Senior Term Note of [redacted] or (b)(4)
the Revenue Performance Certificate of [redacted] under Section (b)(4)
3.09, any holder of all or any portion of the Senior Term Loan and Revenue Performance Obligation that were held by (b)(4)
[redacted] immediately after the Effective Date.

"Effective Date" has the meaning specified in Section 2.01.

(b)(4) [redacted] "Equity Restructuring Documents" means (i) [redacted] (b)(4)
[redacted] and (ii) the Amended and

(b)(4) Restated Agreement [redacted]
(b)(4) [redacted] dated December 31, 1991, as such Agreement of
(b)(4) [redacted] may be amended from time to time.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, or any successor statute.

"ERISA Group" means the Borrower and all members of a controlled group of corporations and all trades or businesses (whether or not incorporated) under common control which, together with the Borrower, are treated as a single employer under Section 414 of the Internal Revenue Code.

"ESOP Cash Payments" means, for any period, cash payments made by the Borrower or any of its Consolidated Subsidiaries during such period with respect to the Restructured ESOP for payments with respect to the Borrower's capital stock.

"ESOP Expenses" means, for any period, all expenses of the Borrower and its Consolidated Subsidiaries accrued for such period with respect to the Restructured ESOP.

(b)(4) [Large redacted area]

(b)(4)

[Redacted]

"ESOP II Amended Security Agreement" means the Second Amended and Restated ESOP II Security Agreement, substantially in the form of Exhibit D hereto, dated as of the date hereof between the Borrower and [Redacted] as collateral agent, as such Security Agreement may be amended from time to time.

(b)(4)

"ESOP II Banks" mean the holders of the Continuing ESOP II Loans.

"ESOP II Intercreditor Agreement" means the Intercreditor Agreement dated as of April 19, 1988 among [Redacted] Bank of New England, N.A., [Redacted] as agent, as in effect immediately prior to June 14, 1991.

(b)(4)

(b)(4)

"ESOP II Loan Agreement" means the Loan Agreement dated as of December 22, 1986, among the Borrower, the banks listed therein and [Redacted] as agent, as in effect immediately prior to June 14, 1991.

(b)(4)

"ESOP II Reimbursement Agreement" means the Letter of Credit and Reimbursement Agreement dated as of April 19, 1988 between the Borrower and [Redacted] as in effect immediately prior to June 14, 1991.

(b)(4)

"Event of Default" has the meaning set forth in Section 6.01.

"Excess Bonus Amount" has the meaning set forth in Section 5.11(c).

(b)(4)

[Redacted] means the loans originally outstanding under [Redacted] Agreement, and outstanding immediately prior to the Effective Date as the portions of the Tranche A and Tranche B Loans (including Deferred Interest thereon) and Tranche D Obligations specified as

(b)(4)

[Redacted] under the Original Loan Agreement.

"Existing ESOP II Loans" means the loans originally outstanding under the ESOP II Loan Agreement and the reimbursement obligations originally outstanding under the ESOP II Reimbursement Agreement, and outstanding immediately prior to the Effective Date as the portions of the Tranche A and Tranche B Loans (including Deferred Interest thereon) and Tranche D Obligations specified as "Restructured ESOP II Loans" under the Original Loan Agreement.

(b)(4) [redacted] Obligations" means the portions of the Tranche A, Tranche B and Tranche C Loans (including Deferred Interest thereon) and Tranche D Obligations outstanding immediately prior to the Effective Date as [redacted] (b)(4)
(b)(4) [redacted] Obligations" under the Original Loan Agreement.

(b)(4) "Federal Funds Rate" means, for any day, the rate per annum (rounded upward, if necessary, to the nearest 1/100th of 1%) equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that (i) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (ii) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate quoted to [redacted] on such day on such transactions as determined by the Agent.

"Fiscal Year" means a fiscal year of the Borrower ending on March 31. Fiscal Years are identified by the year in which they end, e.g., "Fiscal 1993" means the Fiscal Year ending on March 31, 1993.

"Foreign Plan Cash Payments" means, for any period, cash payments made during such period by the Borrower or any of its Consolidated Subsidiaries under the Foreign Plans required by applicable law or the terms of the Foreign Plans as in effect immediately after the Effective Date.

"Foreign Plan Expenses" means, for any period, all expenses of the Borrower and its Consolidated Subsidiaries accrued for such period with respect to the Foreign Plans.

(b)(4) "Foreign Plans" means [redacted] and the trustees of such Plan dated March 29, 1991), [redacted] Plan.

(b)(4) [redacted]

"Guarantee" by any Person means any obligation, contingent or otherwise, of such Person directly or indirectly guaranteeing any Debt or other obligation of any other Person and, without limiting the generality of the foregoing, any obligation, direct or indirect, contingent or otherwise, of such Person (i) to purchase or pay (or advance

or supply funds for the purchase or payment of) such Debt or other obligation, (whether arising by virtue of partnership arrangements, by agreement to keep-well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement conditions or otherwise) or (ii) entered into for the purpose of assuring in any other manner the obligee of such Debt or other obligation of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part); provided that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business. The term "Guarantee" used as a verb has a corresponding meaning.

"Incremental Revenue" means, for each Fiscal Year, Revenue in excess of the amount set forth for such Fiscal Year in the table below:

<u>Fiscal Year</u>	<u>Amount</u> (in millions)
1994	(b)(4)
1995	
1996	
1997	
1998	
1999	
2000	
2001	

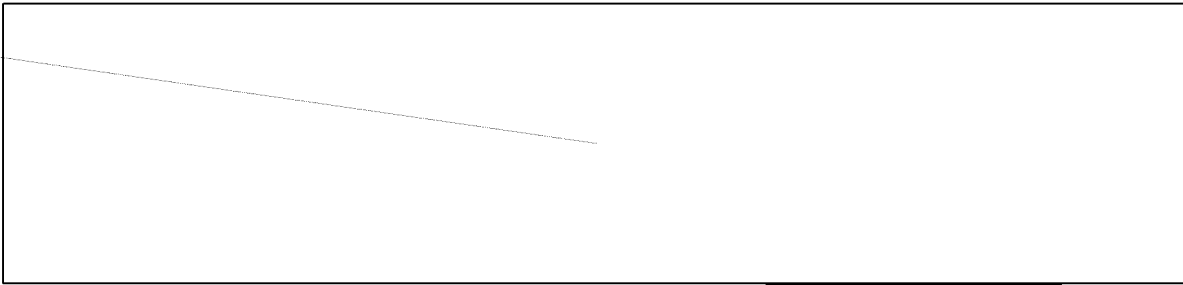
"Incremental Revenue Basket" has the meaning set forth in Section 3.04(c).

"Incremental Revenue Payment" has the meaning set forth in Section 3.04(b).

"Internal Revenue Code" means the Internal Revenue Code of 1986, as amended, or any successor statute.

"Investment" means any investment in any Person, whether by means of share purchase, capital contribution, loan, time deposit or otherwise.

(b)(4)



"Lenders" means the Banks and [redacted] provided that, if any Lender that signed this Agreement as originally executed (an "Original Lender") shall have assigned all or any portion of its Senior Term Loan to one or more Assignees as permitted by Section 8.06, the term "Lender" shall mean, for purposes of Section 6.02(i), the holders of all of the Senior Term Loans held by such Original Lender immediately after the Effective Date, acting together.

(b)(4)

"Lien" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset. For the purposes of this Agreement, the Borrower or any Subsidiary shall be deemed to own subject to a Lien any asset which it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement relating to such asset.

"Material Debt" means Debt (other than amounts outstanding hereunder) of the Borrower and/or one or more of its Subsidiaries, arising in one or more related or unrelated transactions, in an aggregate principal amount exceeding \$1,000,000.

"Material Plan" means at any time a Plan or Plans having aggregate Unfunded Liabilities in excess of \$250,000.

(b)(4)



"Multiemployer Plan" means at any time an employee pension benefit plan within the meaning of Section 4001(a)(3) of ERISA to which any member of the ERISA Group is then making or accruing an obligation to make contributions or has within the preceding five plan years made contributions, including for these purposes any Person which ceased to be a member of the ERISA Group during such five year period.

(b)(4)

"Officer Bonuses" means, for any Fiscal Year, all bonuses [redacted] awarded by the Borrower or any Subsidiary to vice presidents or directors of the Borrower or any

