

SECURITIES AND EXCHANGE COMMISSION

FORM SC 14D1/A

Tender offer statement. [amend]

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SUBJECT COMPANY

AMERICAN CYANAMID CO

CIK: **4829** | IRS No.: **130430890** | State of Incorporation: **ME** | Fiscal Year End: **1231**
Type: **SC 14D1/A** | Act: **34** | File No.: **005-17398** | Film No.: **94550024**
SIC: **2800** Chemicals & allied products

Business Address
1 CYANAMID PLAZA
WAYNE NJ 07470
2018312000

FILED BY

AMERICAN HOME PRODUCTS CORP

CIK: **5187** | IRS No.: **132526821** | State of Incorporation: **DE** | Fiscal Year End: **1231**
Type: **SC 14D1/A**
SIC: **2834** Pharmaceutical preparations

Business Address
5 GIRALDA FARMS
MADISON NJ 07940
201-660-5000

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

AMENDMENT NO. 7
TO
SCHEDULE 14D-1
TENDER OFFER STATEMENT
PURSUANT TO SECTION 14(D)(1) OF THE SECURITIES EXCHANGE ACT OF 1934

AMERICAN CYANAMID COMPANY
(Name of Subject Company)
AC ACQUISITION CORP.
AMERICAN HOME PRODUCTS CORPORATION
(Bidder)
COMMON STOCK, \$5.00 PAR VALUE PER SHARE
(Title of Class of Securities)
025321100
(CUSIP Number of Class of Securities)
LOUIS L. HOYNES, JR.
SENIOR VICE PRESIDENT AND GENERAL COUNSEL
AMERICAN HOME PRODUCTS CORPORATION
FIVE GIRALDA FARMS
MADISON, NEW JERSEY 07940
TELEPHONE: (201) 660-5000

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

COPY TO:

CHARLES I. COGUT, ESQ.
SIMPSON THACHER & BARTLETT
425 LEXINGTON AVENUE
NEW YORK, NEW YORK 10017
TELEPHONE: (212) 455-2000

PAGE 1 OF PAGES
THE EXHIBIT INDEX IS LOCATED ON PAGE

This Amendment No. 7 amends and supplements the Tender Offer Statement on Schedule 14D-1 filed on August 10, 1994 (as amended, the "Schedule 14D-1") relating to the offer by AC Acquisition Corp., a Delaware corporation (the "Purchaser") and a wholly owned subsidiary of American Home Products Corporation, a Delaware corporation (the "Parent"), to purchase all of the outstanding shares of Common Stock, \$5.00 par value per share (the "Shares"), of American Cyanamid Company, a Maine corporation (the "Company"), and the associated Preferred Stock Purchase Rights (the "Rights") issued pursuant to the Rights Agreement dated as of March 10, 1986, as amended, between the Company and Mellon Bank, N.A., as successor Rights Agent, at a purchase price of \$101 per Share (and associated Right), net to the seller in cash, without interest thereon, upon the terms and subject to the conditions set forth in the Offer to Purchase dated August 10, 1994, as amended and supplemented on August 23, 1994 (the "Offer to Purchase"), and in the related Letter of Transmittal (which together constitute the "Offer"). Unless otherwise indicated, all capitalized terms used but not defined herein shall have the meanings assigned to them in

the Schedule 14D-1.

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

Item 3(b) of the Schedule 14D-1 is hereby amended and supplemented as follows:

On September 22, 1994, the Parent issued a press release, the full text of which is set forth in Exhibit 11(a)(21) and is incorporated herein by reference. On September 22, 1994, the Parent, the Purchaser and the Company entered into a clarifying amendment with respect to the Merger Agreement, the full text of which is set forth in Exhibit 11(c)(2) and is incorporated herein by reference.

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

Items 4(a) and (b) of the Schedule 14D-1 are hereby amended and supplemented as follows:

The Purchaser will obtain the funds required to purchase the outstanding Shares and pay related fees and expenses through capital contributions by the Parent and/or various wholly owned direct or indirect subsidiaries of the Parent. The Parent and/or such subsidiaries will obtain such funds (i) from borrowings by such entities from commercial banks and/or through privately placed short-term notes and (ii) from their general corporate funds.

On September 21, 1994, the Parent and certain of its subsidiaries entered into two Credit Agreements, each dated as of September 9, 1994 (collectively, the "Agreements"), with a syndicate of lenders led by Chemical Bank, as agent for such lenders, relating to the A Credit Facility and the B Credit Facility, respectively. The Agreements are filed as Exhibits 11(b)(2) and 11(b)(3) and are incorporated herein by reference and the following summary of certain portions of such Agreements is qualified in its entirety by such reference. The proceeds of the Facilities may be used by the borrowers (i) to finance the Offer and the Merger, either directly or as a back-up for privately placed short-term notes which may be issued and refinanced with the issuance of new privately placed short-term notes or with drawings under the Facilities from time to time, (ii) to replace the Parent's existing \$1 billion credit facility (under which there are no amounts currently outstanding) and (iii) for the Parent's general corporate and working capital purposes. Any such privately placed short-term notes are expected to be unsecured senior obligations of the issuer, to have maturities no longer than 270 days and to bear interest at market rates prevailing at the time of issuance for securities having such maturities.

The Agreements provide for the Facilities on substantially the same terms as those described in the Commitment Letter. The Agreements include customary representations, warranties, covenants (including, without limitation, covenants that the Merger occur within 180 days of the consummation of the Offer, that the Parent's ratio of consolidated adjusted indebtedness to adjusted capitalization not exceed certain levels specified in the Agreements during certain periods and that limit the incurrence of certain liens on the properties of the Parent and its subsidiaries) and events of default (including with respect to certain change of control events).

In addition, the Agreements include customary conditions to borrowing under the Facilities substantially the same as described in the Commitment Letter.

Under the Agreement relating to the A Credit Facility, such Facility has

been increased to provide for 364-day revolving credit and bid loans in an aggregate amount of up to \$7 billion at any time outstanding. The five-year revolving credit and bid loan B Credit Facility has not been increased. As a result, the aggregate amount available to be borrowed under the Facilities is \$10 billion at any time outstanding.

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Borrowings under the Facilities or through the issuance of privately placed short-term notes may be refinanced through the issuance of privately placed short-term notes supported by the Facilities or through direct borrowings under the Facilities. Although no definitive plan or arrangement for long-term refinancing or repayment of borrowings under the Facilities or through the issuance of privately placed short-term notes has been made, the Parent anticipates such borrowings will be repaid with internally generated funds (including, if the Merger is accomplished, those of the Company) and from other sources which may include the proceeds of future borrowings or financings. No plans or arrangements have been made for any future borrowings or financings.

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

Item 5 of the Schedule 14D-1 is hereby amended and supplemented as follows:

The information set forth under Item 3 of this Amendment No. 7 to the Schedule 14D-1 is incorporated herein by reference.

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

Item 7 of the Schedule 14D-1 is hereby amended and supplemented as follows:

The information set forth under Item 3 of this Amendment No. 7 to the Schedule 14D-1 is incorporated herein by reference.

10. ADDITIONAL INFORMATION.

Items 10(b), (c), (e) and (f) of the Schedule 14D-1 are hereby amended and supplemented as follows:

The information set forth under Item 3 of this Amendment No. 7 to the Schedule 14D-1 is incorporated herein by reference. Also, on September 20, 1994, the Dow Jones News Service reported that the European Union Commission announced that it had cleared the acquisition of the Company by the Parent. The full text of the Dow Jones News Service report is set forth in Exhibit 11(a)(22) and is incorporated herein by reference.

11. MATERIAL TO BE FILED AS EXHIBITS.

<TABLE>

<S>	<C>
11(a)(21)	Press release issued by the Parent on September 22, 1994.
11(a)(22)	Dow Jones News Service report dated September 20, 1994.
11(b)(2)	Credit Agreement, dated as of September 9, 1994, among American Home Food Products, Inc., Sherwood Medical Company, A.H. Robins Company, Incorporated, the Parent, the several banks and other financial institutions from time to time parties thereto and Chemical Bank, as agent for the lenders thereunder.
11(b)(3)	Credit Agreement, dated as of September 9, 1994, among American Home Food Products, Inc., Sherwood Medical Company, A.H. Robins Company, Incorporated, the

11(c) (2) Parent, the several banks and other financial institutions from time to time parties thereto and Chemical Bank, as agent for the lenders thereunder. Clarifying Amendment, dated as of September 22, 1994, among the Parent, the Purchaser and the Company to the Agreement and Plan of Merger, dated August 17, 1994, among the Parent, the Purchaser and the Company.

</TABLE>

SIGNATURE

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

AMERICAN HOME PRODUCTS CORPORATION

By: /s/ Robert G. Blount

Name: Robert G. Blount
 Title: Executive Vice President and
 Chief Financial Officer

AC ACQUISITION CORP.

By: /s/ Robert G. Blount

Name: Robert G. Blount
 Title: Vice President

Date: September 22, 1994

EXHIBIT INDEX

EXHIBIT NO.	DESCRIPTION	PAGE NO.

<S>	<C>	<C>
11(a) (21)	Press release issued by the Parent on September 22, 1994.....	
11(a) (22)	Dow Jones News Service report dated September 20, 1994.....	
11(b) (2)	Credit Agreement, dated as of September 9, 1994, among American Home Food Products, Inc., Sherwood Medical Company, A.H. Robins Company, Incorporated, the Parent, the several banks and other financial institutions from time to time parties thereto and Chemical Bank, as agent for the lenders thereunder.....	
11(b) (3)	Credit Agreement, dated as of September 9, 1994, among American Home	

Food Products, Inc., Sherwood Medical Company, A.H. Robins Company, Incorporated, the Parent, the several banks and other financial institutions from time to time parties thereto and Chemical Bank, as agent for the lenders thereunder.....

11(c) (2)

Clarifying Amendment, dated as of September 22, 1994, among the Parent, the Purchaser and the Company to the Agreement and Plan of Merger, dated August 17, 1994, among the Parent, the Purchaser and the Company.....

</TABLE>

FOR IMMEDIATE RELEASE

Investor Contact:
John R. Considine
(201) 660-6429

Media Contact:
Louis V. Cafiero
(201) 660-5013

Thomas G. Cavanagh
(201) 660-5706

American Home Products Provides FTC Second Request
Information, Subject to Delayed Take-Down Agreement; Extends
Tender Offer and Executes Definitive Financing Agreements
for \$10 Billion

Madison, NJ, September 22, 1994 -- American Home
Products Corporation (NYSE: AHP) today announced that it has
provided information to the Federal Trade Commission which AHP
believes substantially complies with the FTC's previously
announced Request for Additional Information, subject to a
related Delayed Take-Down Agreement with the FTC. Under the
Delayed Take-Down Agreement, AHP has agreed that it will not
purchase shares of American Cyanamid common stock in its tender
offer prior to Midnight on October 21, 1994, without FTC consent.

The agreement allows AHP to comply with the Request for
Additional Information while at the same time permitting the FTC
additional time to complete its clearance process in conjunction
with the transaction. While AHP expects to continue its
discussions with the FTC and continues to look forward to a
prompt and satisfactory resolution of the FTC clearance process,
no assurance can be given that such a resolution can be reached

prior to October 21, 1994.

In furtherance of the agreement with the FTC, AHP has extended the period during which its tender offer for shares of Cyanamid common stock will remain open to 12:00 Midnight, New

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York City time, on Tuesday, October 4, 1994, unless further extended. In light of the Delayed Take-Down Agreement, the tender offer period is likely to be further extended, and the period of any such further extension will be determined based on information available to AHP at the time of such extension.

Separately, AHP announced today that it and certain of its subsidiaries have entered into definitive financing agreements with a syndicate of lenders led by Chemical Bank, as administrative agent, providing for aggregate borrowings of up to \$10 billion.

The proceeds of the credit facilities under the agreements may be used by AHP and the other borrowers to provide financing for the tender offer for shares of Cyanamid common stock and subsequent merger and for general corporate and working capital purposes, including back-up of commercial paper and/or privately placed short-term notes of the borrowers. The credit facilities are subject to customary conditions.

In connection with the Delayed Take-Down Agreement, AHP and Cyanamid have amended their merger agreement to clarify that

substantial compliance by AHP with the FTC's Request for Additional Information will not itself commence the previously agreed upon ten-business day period after which either AHP or Cyanamid could, under certain circumstances, terminate the merger agreement if AHP has not then paid for tendered Cyanamid shares.

As of the close of business on September 21, 1994, approximately 49,888,014 shares of Cyanamid common stock

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(representing approximately 55% of the outstanding shares) had been validly tendered in connection with the offer and not properly withdrawn.

#

[From Dow Jones International News]

BRUSSELS (AP-DJ) -- The European Union (E.U.) Commission said Tuesday it cleared American Home Products Corp.'s acquisition of American Cyanamid Corp. after it found the merger wouldn't create or strengthen a dominant position in E.U. markets.

In a statement, the commission said the merger will have limited impact on production and sales of pharmaceuticals in Germany, France, Britain and Portugal.

The commission said the highest share the combined companies will have in European markets is less than 25%.

American Home is a pharmaceutical, health care and food company.

Under the E.U. merger rules, the commission must review linkups between companies with combined sales of more than 5 billion European Currency Units (ECUs) when either of them have sales of more than 250 million ECUs within the E.U.

The commission has four weeks to clear the transaction or declare it has serious doubts about its impact on competition in E.U. markets. If it finds serious doubts, the commission must launch a deeper, four-month probe. The commission can alter or block linkups it finds would weaken competition.

\$7,000,000,000

CREDIT AGREEMENT

among

AMERICAN HOME PRODUCTS CORPORATION,

AMERICAN HOME FOOD PRODUCTS, INC.,

SHERWOOD MEDICAL COMPANY,

A. H. ROBINS COMPANY, INCORPORATED,

THE LENDERS PARTIES HERETO

and

CHEMICAL BANK,
as Agent

Dated as of September 9, 1994

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- Schedule I Commitments
- Schedule II Bank Addresses and Lending Offices

EXHIBITS

- Exhibit A Form of Committed Rate Note
- Exhibit B Form of Bid Loan Note
- Exhibit C Form of 2.17 Certificate
- Exhibit D Form of Borrowing Notice
- Exhibit E Form of Bid Loan Request
- Exhibit F-1 Form of Bid Loan Offer - Absolute Rate Bid Loans
- Exhibit F-2 Form of Bid Loan Offer - Index Rate Bid Loans
- Exhibit G Form of Bid Loan Confirmation
- Exhibit H Form of Commitment Transfer Supplement
- Exhibit I Form of Certificate of Secretary of the Borrower
- Exhibit J Form of Opinion of Counsel to the Company
- Exhibit K Form of Acknowledgment and Release

CREDIT AGREEMENT, dated as of September 9, 1994, among AMERICAN HOME FOOD PRODUCTS, INC., a Delaware corporation, SHERWOOD MEDICAL COMPANY, a Delaware corporation, A. H. ROBINS COMPANY, INCORPORATED, a Delaware corporation (each, a "Subsidiary Borrower"), AMERICAN HOME PRODUCTS

CORPORATION, a Delaware corporation (the "Company", and together with the

Subsidiary Borrowers, the "Borrowers"), the several banks and other financial

institutions from time to time parties to this Agreement (collectively, the
"Lenders"; individually, a "Lender") and CHEMICAL BANK, a New York banking

corporation, as agent for the Lenders hereunder (in such capacity, the
"Agent").

W I T N E S S E T H :
- - - - -

WHEREAS, the Borrowers have requested the Lenders to make loans to them in an amount up to \$7,000,000,000 as more particularly described herein;

WHEREAS, the Lenders are willing to make such loans on the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto hereby agree as follows:

SECTION 1. DEFINITIONS

1.1 Defined Terms. As used in this Agreement, terms defined in

the preamble to this Agreement have the meanings therein indicated, and the following terms have the following meanings:

"Absolute Rate Bid Loan Request": any Bid Loan Request requesting

the Bid Loan Lenders to offer to make Bid Loans at an absolute rate (as opposed to a rate composed of the Applicable Index Rate plus (or minus) a margin).

"AC": American Cyanamid Company, a Maine corporation.
--

"Acq. Sub.": AC Acquisition Corp., a Delaware corporation.

"Acquisition": (x) the purchase by Acq. Sub. for cash of

outstanding Shares pursuant to the Offer to Purchase and (y) the Merger.

"Additional Tender Offer Documents": shall mean all amendments and

exhibits to, and documents related to, the Tender Offer Documents filed with the SEC under the Securities Exchange Act of 1934, as amended, or distributed to the stockholders of AC, in each case to the extent delivered to the Lenders after September 2, 1994 and shall include any Merger Documents first delivered to the Lenders after such date.

"Adjusted Capitalization": at any time, the sum of Consolidated

Adjusted Indebtedness plus Consolidated Net Worth.

"Affiliate": as to any Person, any other Person (including an

Unrestricted Subsidiary, but excluding any other Subsidiary) which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, a Person shall be deemed to be "controlled by" a Person if such Person possesses, directly or indirectly, power either (a) to vote 10% or more of the securities having ordinary voting power for the election of directors of such Person or (b) to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

"Agent": as defined in the first paragraph of this Agreement.

"Aggregate Commitments": at any time the sum of the Commitments

then in effect hereunder and of the commitments then in effect under the B Credit Agreement.

"Aggregate Loans": at a particular time, the sum of the then

aggregate outstanding principal amount of Committed Rate Loans and Bid Loans.

"Agreement": this Credit Agreement, as amended, supplemented or

modified from time to time in accordance with its terms.

"Allocation Date": the date on which the Agent and the Company

allocate the Commitments hereunder to the Lenders.

"Alternate Base Rate": for any day, a rate per annum equal to the

greatest of (a) the Prime Rate in effect on such day, (b) the Base C/D
Rate in effect on such day plus 1% and (c) the Federal Funds Effective
Rate in effect on such day plus 1/2 of 1%. For purposes hereof: "Prime

Rate" shall mean the rate of interest per annum publicly announced from

time to time by Chemical as its prime rate in effect at its principal
office in New York City (each change in the Prime Rate to be effective
on the date such change is publicly announced); "Base C/D Rate" shall

mean the sum (rounded upwards, if necessary, to the next 1/16 of 1%) of
(a) the product of (i) the Three-Month Secondary C/D Rate and (ii) a
fraction, the numerator of which is one and the denominator of which is
one minus the C/D Reserve Percentage and (b) the C/D Assessment Rate;
"Three-Month Secondary C/D Rate" shall mean, for any day, the secondary

market rate for three-month certificates of deposit reported as being in
effect on such day (or, if such day shall not be a Business Day, the
immediately preceding Business Day) by the Board of Governors of the
Federal Reserve System (the "Board") through the public information

telephone line of the Federal Reserve Bank of New York (which rate will,
under the current practices of the Board of Governors of the Federal
Reserve System, be published in Federal Reserve Statistical Release
H.15(519) during the week following such day), or, if such rate shall
not be so reported on such day or such immediately preceding Business
Day, the average of the secondary market quotations for three-month
certificates of deposit of major money center banks in New York City
received at approximately 10:00 A.M., New York City time, on such day
(or, if such day shall not be a Business Day, on the immediately
preceding Business Day) by the Agent from three New York City negotiable
certificate of deposit dealers of recognized standing selected by it;
and "Federal Funds Effective Rate" shall mean, for any day, the weighted

average of the rates on overnight federal funds transactions with
members of the Federal Reserve System arranged by federal funds brokers,
as published on the next succeeding Business Day by the Federal Reserve
Bank of New York, or, if such rate is not so published on the next
succeeding Business Day, the average of the quotations for the day of
such transactions received by the Agent from three federal funds brokers
of recognized standing selected by it. If for any reason the Agent
shall have determined (which determination shall be conclusive in the
absence of manifest error) that it is unable to ascertain the Base

C/D Rate or the Federal Funds Effective Rate, or both, for any reason, including the inability or failure of the Agent to obtain sufficient quotations in accordance with the terms thereof, the Alternate Base Rate shall be determined without regard to clause (b) or (c), or both, of the first sentence of this definition, as appropriate, until the circumstances giving rise to such inability no longer exist. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Three-Month Secondary C/D Rate or the Federal Funds Effective Rate shall be effective on the opening of business on the date of such change.

"Alternate Base Rate Loans": Committed Rate Loans that bear

interest at an interest rate based on the Alternate Base Rate.

"Applicable Index Rate": in respect of any Bid Loan requested

pursuant to an Index Rate Bid Loan Request, the Eurodollar Rate applicable to the Interest Period for such Bid Loan.

"Applicable Margin": for any day, the rate per annum set forth

below opposite the Rating Period then in effect, it being understood that the Applicable Margin for (x) Alternate Base Rate Loans shall be the percentage set forth under the column "Alternate Base Rate Margin", (y) C/D Rate Loans shall be the percentage set forth under the column "C/D Rate Margin" and (z) Eurodollar Rate Loans shall be the percentage set forth under the column "Eurodollar Rate Margin", provided that during a Significant Usage Period, the Applicable Margin for all such Loans shall be increased by (i) 0% during a Category A Period, (ii) .05% during a Category B Period, (iii) .075% during a Category C Period, (iv) .10% during a Category D Period and (v) .125% during a Category E Period:

Rating Period -----	Alternate Base Rate Margin -----	C/D Rate Margin -----	Eurodollar Rate Margin -----
Category A Period	0%	.25%	.125%
Category B Period	0%	.275%	.15%
Category C Period	0%	.345%	.22%
Category D Period	0%	.425%	.30%
Category E Period	0%	.50%	.375%

"B Credit Agreement": the Credit Agreement, dated as of September

9, 1994 among the Company, the Subsidiary Borrowers, the lenders party
thereto and Chemical, as agent, as in effect from time to time.

"Base C/D Rate": as defined in the definition of Alternate Base

Rate.

"Bid Loan": each Bid Loan made pursuant to subsection 2.2.

"Bid Loan Confirmation": each confirmation by the Borrower of its

acceptance of Bid Loan Offers, which Bid Loan Confirmation shall be
substantially in the form of Exhibit G and shall be delivered to the
Agent by facsimile transmission.

"Bid Loan Date": in respect of a Bid Loan, the day on which a Bid

Loan Lender makes such Bid Loan pursuant to subsection 2.2.

"Bid Loan Lenders": Lenders from time to time designated as Bid

Loan Lenders by the Company by written notice to the Agent (which notice
the Agent shall transmit to each such Bid Loan Lender).

"Bid Loan Note": as defined in subsection 2.2(b)(vii);

collectively, the "Bid Loan Notes".

"Bid Loan Offer": each offer by a Bid Loan Lender to make Bid

Loans pursuant to a Bid Loan Request, which Bid Loan Offer shall contain
the information specified in Exhibit F-1, in the case of an Absolute
Rate Bid Loan Request, or F-2, in the case of an Index Rate Bid Loan
Request, and shall be delivered to the Agent by facsimile transmission
or by telephone immediately confirmed by facsimile transmission.

"Bid Loan Request": each request by the Company, on behalf of the

respective Borrower, for Bid Loan Lenders to submit bids to make Bid
Loans, which shall contain the information in respect of such requested
Bid Loans specified in Exhibit E and shall be delivered to the Agent by
facsimile transmission or by telephone, immediately confirmed by

facsimile transmission.

"Borrower": as defined in the first paragraph of this Agreement.

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"Borrowing Date": in respect of any Committed Rate Loan, the date

such Committed Rate Loan is made.

"Business": as defined in subsection 3.10.

"Business Day": a day other than a Saturday, Sunday or other day

on which commercial banks in New York, New York are authorized or required by law to close; provided, however, that when used in

connection with a rate determination, borrowing or payment in respect of a Eurodollar Loan or an Index Rate Bid Loan, the term "Business Day" shall also exclude any day on which commercial banks are not open for dealings in Dollar deposits in the London interbank market.

"Category A Period": at any time that either (i) the S&P Credit

Rating is AAA or (ii) the Moody's Credit Rating is Aaa.

"Category B Period": at any time that either (i) the S&P Credit

Rating is AA- or higher or (ii) the Moody's Credit Rating is Aa3 or higher, and in either case a Category A Period is not then in effect.

"Category C Period": at any time that either (i) the S&P Credit

Rating is A- or higher or (ii) the Moody's Credit Rating is A3 or higher, and in either case neither a Category A Period nor a Category B Period is then in effect.

"Category D Period": at any time that either (i) the S&P Credit

Rating is BBB or higher or (ii) the Moody's Credit Rating is Baa2 or higher, and in either case neither a Category A Period, Category B Period nor a Category C Period is then in effect.

"Category E Period": at any time when neither a Category A Period,

Category B Period, Category C Period nor Category D Period is then in effect.

"CBAS": Chemical Bank Agency Services.

"C/D Assessment Rate": for any day, the net annual assessment rate

(rounded upward to the nearest 1/100th of 1%) determined by Chemical to be payable on such day to the Federal Deposit Insurance Corporation or any successor ("FDIC") for FDIC's insuring time deposits made in Dollars

at offices of Chemical in the United States.

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"C/D Base Rate": with respect to each day during each Interest

Period pertaining to a C/D Rate Loan, the rate of interest per annum determined by the Agent to be the arithmetic average (rounded upward to the nearest 1/16th of 1%) of the respective rates notified to the Agent by each of the Reference Lenders as the average rate bid at 9:00 A.M., New York City time, or as soon thereafter as practicable, on the first day of such Interest Period by a total of three certificate of deposit dealers of recognized standing selected by such Reference Lender for the purchase at face value from such Reference Lender of its certificates of deposit in an amount comparable to the C/D Rate Loan of such Reference Lender to which such Interest Period applies and having a maturity comparable to such Interest Period.

"C/D Rate": with respect to each day during each Interest Period

pertaining to a C/D Rate Loan, a rate per annum determined for such day

in accordance with the following formula (rounded upward to the nearest 1/100th of 1%):

C/D Base Rate + C/D Assessment Rate

1.00 - C/D Reserve Percentage

"C/D Rate Loans": Committed Rate Loans that bear interest at an

interest rate based on the C/D Rate.

"C/D Reserve Percentage": for any day as applied to any C/D Rate

Loan, that percentage (expressed as a decimal) which is in effect on such day, as prescribed by the Board of Governors of the Federal Reserve System (or any successor), for determining the maximum reserve requirement for a member bank of the Federal Reserve System in New York City with deposits exceeding one billion Dollars in respect of new non-personal time deposits in Dollars in New York City having a maturity comparable to the Interest Period for such C/D Rate Loan and in an amount of \$100,000 or more.

"Chemical": Chemical Bank.

"Code": the Internal Revenue Code of 1986, as amended from time to

time.

"Commitment": as to any Lender, the obligation of such Lender to

make Committed Rate Loans to the Borrowers hereunder in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender's name on Schedule I hereof, as such amount may from time to time be reduced in accordance with this Agreement; collectively, as to all the Lenders, the "Commitments".

"Commitment Percentage": as to any Lender at any time, the

percentage which such Lender's Commitment then constitutes of the aggregate Commitments (or, at any time after the Commitments shall have expired or terminated, the percentage which the aggregate principal amount of such Lender's Loans then outstanding constitutes of the aggregate principal amount of the Loans then outstanding).

"Commitment Period": the period from and including the Effective

Date to but not including the Termination Date or such earlier date on which the Commitments shall terminate as provided herein.

"Commitment Transfer Supplement": a Commitment Transfer

Supplement, substantially in the form of Exhibit H.

"Committed Rate Loans": Loans made pursuant to subsection 2.1.

"Committed Rate Note": as defined in subsection 2.1(c);

collectively, the "Committed Rate Notes".

"Commonly Controlled Entity": an entity, whether or not

incorporated, which is under common control with the Company within the meaning of Section 4001 of ERISA or is part of a group which includes the Company and which is treated as a single employer under Section 414 of the Code.

"Company": as defined in the first paragraph of this Agreement.

"Consolidated Adjusted Indebtedness": at any date of

determination, (i) Consolidated Indebtedness at such date minus (ii) all cash, cash equivalents and marketable securities held by the Company and its Subsidiaries at such date free of liens, restrictions

and other encumbrances (other than as arising by operation of law in the ordinary course of business).

"Consolidated Indebtedness": at any date of determination, the

principal amount of all Indebtedness of the Company and its Subsidiaries required in accordance with GAAP to be accounted for as debt, determined on a consolidated basis in accordance with GAAP, provided that there

shall be excluded from Consolidated Indebtedness up to \$500,000,000 in respect of Financing Leases arising as a result of sale-leaseback transactions and which would otherwise be included in the calculation of Consolidated Indebtedness.

"Consolidated Net Worth": at any date of determination, the stock-

holders' equity of the Company and its Subsidiaries determined in accordance with GAAP and as would be reflected on a consolidated balance sheet of the Company and its Subsidiaries plus the minority interests

reflected on such consolidated balance sheet; provided that there shall

be excluded from determining Consolidated Net Worth of the Company and its Subsidiaries (i) any foreign currency translation adjustment which otherwise would be included therein, (ii) the non-cash effects of any accounting standards adopted or issued by the Financial Accounting Standards Board after the date hereof and (iii) the non-cash effects of any unusual charges or restructuring charges.

"Consolidated Tangible Assets": at the time of determination

thereof, the aggregate amount of all assets (as reflected on a consolidated balance sheet of the Company and its Subsidiaries) after deducting therefrom all goodwill, trade names, trademarks, patents, unamortized debt discount and expenses (to the extent included in said aggregate amount of assets) and other like intangibles, as set forth on the most recent consolidated balance sheet of the Company and its Subsidiaries and computed in accordance with GAAP.

"Continuing Director": as defined in subsection 6(h).

"Contractual Obligation": as to any Person, any provision of any

security issued by such Person or of any agreement, instrument or undertaking to which such

Person is a party or by which it or any of its property is bound.

"Credit Documents": this Agreement and each of the Notes.

"Default": any of the events specified in Section 6, whether or

not any requirement for the giving of notice or the lapse of time, or
both, or any other condition, has been satisfied.

"Documents": the Credit Documents and the Transaction Documents.

"Dollars" and "\$": dollars in lawful currency of the United States

of America.

"Domestic Lending Office": initially, the office of each Lender

designated as such Lender's Domestic Lending Office set forth opposite
such Lender's name on Schedule II; thereafter, such other office of such
Lender as such Lender may from time to time specify to the Agent and the
Borrower as the office of such Lender at which the C/D Rate Loans and
Alternate Base Rate Loans of such Lender are to be made.

"Effective Date": the date on which each of the conditions

specified in subsection 4.1 are satisfied in full or waived in
accordance with this Agreement.

"Eligible Transferee": shall mean and include a commercial bank,

financial institution or other "accredited investor" (as defined in
Regulation D of the Securities Act of 1933, as amended).

"Environmental Laws": any and all foreign, Federal, state, local

or municipal laws, rules, orders, regulations, statutes, ordinances,
codes, decrees, requirements of any Governmental Authority or other
Requirements of Law (including common law) regulating, relating to or
imposing liability or standards of conduct concerning protection of
human health or the environment, as now or may at any time be in effect
during the term of this Agreement.

"ERISA": the Employee Retirement Income Security Act of 1974, as

amended from time to time.

"Eurodollar Lending Office": initially, the office of each Lender

designated as such Lender's Eurodollar Lending Office set forth opposite such Lender's name on Schedule II hereof; thereafter, such other office of such Lender as such Lender may from time to time specify to the Agent and the Borrower as the office of such Lender at which the Eurodollar Loans of such Lender are to be made.

"Eurodollar Loans": Committed Rate Loans the rate of interest

applicable to which is based upon the Eurodollar Rate.

"Eurodollar Rate": with respect to each day during each Interest

Period pertaining to a Eurodollar Loan or an Index Rate Bid Loan, the rate per annum equal to the average (rounded upward to the nearest 1/16th of 1%) of the respective rates notified to the Agent by each of the Reference Lenders as the rate at which such Reference Lender is offered Dollar deposits at or about 10:00 A.M., New York City time, two Business Days prior to the beginning of such Interest Period in the interbank eurodollar market where the eurodollar and foreign currency and exchange operations of such Reference Lender are customarily conducted for delivery on the first day of such Interest Period for the number of days comprised therein and in an amount (i) in the case of Eurodollar Loans, comparable to the amount of the Eurodollar Loan of such Reference Lender to be outstanding during such Interest Period and (ii) in the case of an Index Rate Bid Loan by a Bid Loan Lender, equal to the amount of the Index Rate Bid Loan or Loans of such Bid Loan Lender to which such Interest Period applies.

"Event of Default": any of the events specified in Section 6;

provided, however, that any requirement for the giving of notice or the

lapse of time, or both, or any other condition, has been satisfied.

"Existing Facility": the Credit Agreement, dated as of April 29,

1993, as amended, among the Company, the lenders party thereto and Chemical as agent.

"Exiting Lender": as defined in subsection 2.19.

"Facility Fee": as defined in subsection 2.4.

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"Facility Fee Percentage": a percentage equal to at any time (i)

during a Category A Period or Category B Period, .05%, (ii) during a Category C Period, .08%, (iii) during a Category D Period, .10% and (iv) during a Category E Period, .125%.

"Federal Funds Effective Rate": as defined in the definition of

"Alternate Base Rate".

"Financing Lease": any lease of property, real or personal, the

obligations of the lessee in respect of which are required in accordance with GAAP to be capitalized on a balance sheet of the lessee.

"GAAP": generally accepted accounting principles in effect in the

United States of America from time to time.

"Genetics": Genetics Institute, Inc., a Delaware corporation.

"Governmental Authority": any nation or government, any state or

other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Guarantee Obligation": as to any Person (the "guaranteeing

person"), any obligation of (a) the guaranteeing person or (b) another

Person (including, without limitation, any bank under any letter of

credit) to induce the creation of which the guaranteeing person has issued a reimbursement, counterindemnity or similar obligation, in either case guaranteeing or in effect guaranteeing any Indebtedness, leases, dividends or other obligations (the "primary obligations") of

any other third Person (the "primary obligor") in any manner, whether

directly or indirectly, including, without limitation, any obligation of the guaranteeing person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (1) for the purchase or payment of any such primary obligation or (2) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the

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primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the owner of any such primary obligation against loss in respect thereof; provided, however, that the

term Guarantee Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Guarantee Obligation of any guaranteeing person shall be deemed to be the lower of (a) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee Obligation is made and (b) the maximum amount for which such guaranteeing person may be liable pursuant to the terms of the instrument embodying such Guarantee Obligation, unless such primary obligation and the maximum amount for which such guaranteeing person may be liable are not stated or determinable, in which case the amount of such Guarantee Obligation shall be such guaranteeing person's maximum reasonably anticipated liability in respect thereof as determined by the Company in good faith.

"Guaranty": the guaranty of the Company set forth in Section 9.

"Immunex": Immunex Corporation, a Delaware corporation.

"Indebtedness": of any Person at any date, (a) all indebtedness of

such Person for borrowed money or for the deferred purchase price of property or services (other than current trade liabilities incurred in the ordinary course of business and payable in accordance with customary practices), (b) any other indebtedness of such Person which is evidenced by a note, bond, debenture or similar instrument, (c) all obligations of such Person under Financing Leases, (d) all obligations of such Person in respect of acceptances issued or created for the account of such Person and (e) all liabilities secured by any Lien on any property owned by such Person even though such Person has not assumed or otherwise become liable for the payment thereof.

"Index Rate Bid Loan": any Bid Loan made at an interest rate based

upon the Applicable Index Rate (as opposed to an absolute rate).

"Index Rate Bid Loan Request": any Bid Loan Request requesting the

Bid Loan Lenders to offer to make

Index Rate Bid Loans at an interest rate equal to the Applicable Index Rate plus (or minus) a margin.

"Insolvency": with respect to any Multiemployer Plan, the

condition that such Plan is insolvent within the meaning of such term as used in Section 4245 of ERISA.

"Insolvent": pertaining to a condition of Insolvency.

"Interest Payment Date": (a) as to any Alternate Base Rate Loan,

the last day of each March, June, September and December to occur while such Loan is outstanding and the Maturity Date for such Loan, (b) as to any Eurodollar Loan having an Interest Period of three months or less and any C/D Rate Loan having an Interest Period of 90 days or less, the last day of such Interest Period, and (c) as to any Eurodollar Loan or C/D Rate Loan having an Interest Period longer than three months or 90 days, respectively, each day which is three months or 90 days, respectively, after the first day of such Interest Period and the last day of such Interest Period.

"Interest Period": (a) with respect to any Eurodollar Loan,

(i) initially, the period commencing on the Borrowing Date or conversion date, as the case may be, with respect to such Eurodollar Loan and ending one, two, three or six months thereafter, as selected by the Company in the notice of borrowing or notice of conversion given with respect thereto; and

(ii) thereafter, each period commencing on the last day of the immediately preceding Interest Period applicable to such Eurodollar Loan and ending one, two, three or six months thereafter, as selected by the Company by irrevocable notice to the Agent not less than three Business Days prior to the last day of the then current Interest Period with respect thereto;

(b) with respect to any C/D Rate Loan,

(i) initially, the period commencing on the Borrowing Date or conversion date, as the case may be, with respect to such C/D Rate Loan and ending 30, 60, 90 or 180 days thereafter, as selected by the Company in its notice of borrowing or notice of conversion given with respect thereto; and

(ii) thereafter, each period commencing on the last day of the immediately preceding Interest Period applicable to such C/D Rate Loan and ending 30, 60, 90 or 180 days thereafter, as selected by the Company by irrevocable notice to the Agent not less than two Business Days prior to the last day of the then current Interest Period with respect thereto; and

(c) with respect to any Bid Loan, the period commencing on the Bid Loan Date with respect to such Bid Loan and ending on the date not less than 7 nor more than 180 days thereafter, as specified by the Company in such Bid Loan Request;

provided that the foregoing provisions are subject to the following:

(A) if any Interest Period pertaining to a Eurodollar Loan or an Index Rate Bid Loan would otherwise end on a day that is not a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless the result of such extension would be to carry such Interest Period into another calendar month in which event such Interest Period shall end on the immediately preceding Business Day;

(B) any Interest Period pertaining to a Eurodollar Loan or an Index Rate Bid Loan that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the relevant calendar month;

(C) if any Interest Period pertaining to a C/D Rate Loan or a Bid Loan made pursuant to an Absolute Rate Bid Loan Request would otherwise end

on a day which is not a Business Day, such Interest Period shall be extended to the next succeeding Business Day;

(D) if the Borrower shall fail to give notice as provided above, the Borrower shall be deemed to have selected an Alternate Base Rate Loan to replace the affected Eurodollar Loan or the affected C/D Rate Loan, as the case may be; and

(E) any Interest Period in respect of a Committed Rate Loan that would otherwise extend beyond the Maturity Date for such Committed Rate Loan shall end on such Maturity Date.

"Lender": as defined in the first paragraph of this Agreement.

"Lien": any mortgage, pledge, hypothecation, assignment, deposit

arrangement, encumbrance, lien (statutory or other), charge or other security interest or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement and any Financing Lease having substantially the same economic effect as any of the foregoing).

"Loans": the collective reference to the Committed Rate Loans and

the Bid Loans.

"Majority A Lenders": at any time, Lenders whose Commitment

Percentages aggregate at least a majority of the Commitments.

"Majority Lenders": at any time, the Lenders hereunder and the

lenders under the B Credit Agreement whose Commitment Percentages hereunder and thereunder (and as defined therein) aggregate at least a majority of the Aggregate Commitments.

"Material Adverse Effect": a material adverse effect on (a) the

business, operations, property or condition (financial or otherwise) of the Company and its Subsidiaries taken as a whole, (b) the ability of the Company to perform its obligations under this Agreement or any of the Notes or (c) the validity or enforceability of this Agreement or any of the Notes or

the rights or remedies of the Agent or the Lenders hereunder or thereunder.

"Materials of Environmental Concern": any gasoline or petroleum

(including crude oil or any fraction thereof) or petroleum products or any hazardous or toxic substances, materials or wastes, defined or regulated as such in or under any Environmental Law, including, without limitation, asbestos, polychlorinated biphenyls and urea-formaldehyde insulation.

"Maturity Date": as to any Eurodollar Loan or C/D Rate Loan which

shall be outstanding on the Termination Date, the first anniversary of the date immediately preceding the first day of the then current Interest Period with respect thereto; as to any Alternate Base Rate Loan which shall be outstanding on the Termination Date, the first anniversary of the date immediately preceding the Termination Date.

"Maximum Price Per Share": \$101 or such higher amount agreed to by

the Agent and the Majority Lenders.

"Merger": the merger of AC with Acq. Sub.

"Merger Agreement": the Agreement and Plan of Merger, dated August

17, 1994, among AC, the Company and Acq. Sub., as the same may be amended, modified or supplemented thereafter with the consent of the Agent and the Majority Lenders.

"Merger Documents": all agreements and instruments (including the

Merger Agreement, the certificate of Merger, all Proxy Materials and any other document or information sent by the Company or Acq. Sub or AC or AC's stockholders or filed with the SEC under the Securities Exchange Act of 1934, as amended, in respect of the Merger) effecting, evidencing or governing the Merger.

"Merger Effective Date": shall mean the date on which the Merger

shall have been consummated.

"Moody's": Moody's Investors Service, Inc.

"Moody's Credit Rating": the rating level (it being understood

that numerical modifiers and (+) (-) modifiers shall constitute rating levels) assigned by Moody's to the Company's senior unsecured long-term

debt, provided that in the event that no senior unsecured long-term debt

of the Company is rated by Moody's, there shall be no Moody's Credit
Rating.

"Multiemployer Plan": a Plan which is a multiemployer plan as

defined in Section 4001(a)(3) of ERISA.

"Notes": the collective reference to the Committed Rate Notes and

the Bid Loan Notes.

"Offer to Purchase": the Offer to Purchase dated August 10, 1994,

issued in connection with the Acquisition, as amended, modified or
supplemented as provided herein.

"Participant": as defined in subsection 8.6(b).

"PBGCC": the Pension Benefit Guaranty Corporation established

pursuant to Subtitle A of Title IV of ERISA.

"Permitted Liens":

1. Liens for taxes not yet due or which are being contested in
good faith by appropriate proceedings, provided that adequate reserves

with respect thereto are maintained on the books of the Company or its
Subsidiaries, as the case may be, in conformity with GAAP (or, in the
case of Subsidiaries with significant operations outside of the United
States of America, generally accepted accounting principles in effect
from time to time in their respective jurisdictions of incorporation);

2. carriers', warehousemen's, mechanics', materialmen's,
repairmen's or other like Liens arising in the ordinary course of
business which are not overdue for a period of more than 60 days or
which are being contested in good faith by appropriate proceedings;

3. pledges or deposits in connection with workers' compensation,
unemployment insurance and other social security legislation and
deposits securing liability to insurance carriers under insurance or
self-insurance arrangements;

4. deposits to secure the performance of bids, trade contracts
(other than for borrowed money), leases, statutory obligations, surety
and appeal bonds,

performance bonds and other obligations of a like nature incurred in the ordinary course of business; and

5. any extension, renewal or replacement (or successive extensions, renewals or replacements), in whole or in part, of any Lien referred to in the foregoing clauses; provided that the principal amount -----
of Indebtedness secured thereby shall not exceed the principal amount of Indebtedness so secured at the time of such extension, renewal or replacement, and that such extension, renewal or replacement Lien shall be limited to all or a part of the property which secured the Lien so extended, renewed or replaced (plus improvements on such property).

"Person": an individual, partnership, corporation, business trust, -----
joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

"Plan": at any particular time, any employee benefit plan which is -----
covered by ERISA and in respect of which the Borrower or a Commonly Controlled Entity is (or, if such plan were terminated at such time, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"Prime Rate": as defined in the definition of Alternate Base Rate. -----

"Properties": as defined in subsection 3.10(a). -----

"Proxy Materials": all proxy materials, if any, sent by AC to its -----
stockholders in connection with the Merger.

"Purchasing Lenders": as defined in subsection 8.6(c). -----

"Rating Period": at any time, any of the Category A Period, the -----

Category B Period, the Category C Period, the Category D Period or the Category E Period as then in effect.

"Reference Lenders": initially, Chemical, Morgan Guaranty Trust

Company of New York and Commerzbank A.G., Grand Cayman Branch.

"Register": as defined in subsection 8.6(d).

"Release": an Acknowledgement and Release substantially in the

form of Exhibit K if delivered pursuant to subsection 2.19.

"Reorganization": with respect to any Multiemployer Plan, the

condition that such Plan is in reorganization within the meaning of such term as used in Section 4241 of ERISA.

"Replaced Lender": as defined in subsection 2.18.

"Replacement Lender": as defined in subsection 2.18.

"Reportable Event": any of the events set forth in Section 4043(b)

of ERISA, other than those events as to which the thirty-day notice period is waived under subsections .13, .14, .16, .18, .19 or .20 of PBGC Reg. Sec.2615.

"Requirement of Law": as to any Person, the Certificate of

Incorporation and By-laws or other organizational or governing documents of such Person, and each law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in

each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Response Date": as defined in subsection 2.19.

"Responsible Officer": as to (a) the Company, the Executive Vice

President, the Vice President - Finance, the Treasurer, the Comptroller, the Assistant Comptroller, the Deputy Treasurer or any Assistant Treasurer of the Company or (b) any Subsidiary Borrower, any duly authorized officer thereof.

"S&P": Standard & Poor's Ratings Corporation.

"S&P Credit Rating": the rating level (it being understood that

numerical modifiers and (+) (-) modifiers shall constitute rating levels) assigned by S&P to the Company's senior unsecured long-term debt, provided that in the event that no senior unsecured long-term debt of the Company is rated by S&P, there shall be no S&P Credit Rating.

"SEC": the Securities and Exchange Commission.

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"Shares": shares of common stock of AC.

"Significant Subsidiary": any Subsidiary that satisfies the

requirements of Rule 1-02(v) of Regulation S-X as adopted by the Securities and Exchange Commission under the provisions of the Securities Act of 1933 and the Securities Exchange Act of 1934 as in force on the date of this Agreement.

"Significant Usage Period": at any time when the Aggregate Loans

plus the aggregate outstanding principal amount of the loans under the B
Credit Agreement exceed 66 2/3% of the Aggregate Commitments.

"Single Employer Plan": any Plan which is subject to Title IV of

ERISA, but is not a Multi-Employer Plan.

"Subsidiary": as to any Person, a corporation, partnership or

other entity of which shares of stock or other ownership interests
having ordinary voting power (other than stock or such other ownership
interests having such power only by reason of the happening of a
contingency) to elect a majority of the board of directors or other
managers of such corporation, partnership or other entity are at the
time owned, or the management of which is otherwise controlled, directly
or indirectly through one or more intermediaries, or both, by such
Person. Unless otherwise qualified, all references to a "Subsidiary" or
to "Subsidiaries" in this Agreement shall refer to a Subsidiary or
Subsidiaries of the Company. Notwithstanding the foregoing,
Unrestricted Subsidiaries shall not be considered Subsidiaries of the
Company for purposes of this Agreement, except that any Unrestricted
Subsidiary (i) shall be treated as a consolidated Subsidiary of the
Company for purposes of calculating compliance with subsection 5.10 (and
the definitions required to make such calculations) until such time as
the Company certifies to the Agent that with respect to such
Unrestricted Subsidiary, (x) the Company no longer desires to treat such
Person as a consolidated Subsidiary for such purpose and (y) no creditor
of such Person has recourse (whether pursuant to a guaranty or similar
arrangement, or otherwise) to the Company, any of its Significant
Subsidiaries or any Subsidiary Borrower with respect to any material
obligations of such Person.

"Subsidiary Borrower": as defined in the first paragraph of this

Agreement and including any Subsidiary

which becomes a Subsidiary Borrower pursuant to subsection 8.6(a)(ii)

hereof.

"Taxes": as defined in subsection 2.17.

"Tender Offer": the Tender Offer commenced by Acq. Sub and the

Company pursuant to the Offer to Purchase.

"Tender Offer Closing Date": shall mean the date the Shares are

accepted for payment by Acq. Sub.

"Tender Offer Documents": shall mean the Offer to Purchase, the

Schedule 14D-1 filed by the Company and/or Acq. Sub. and all amendments
and exhibits thereto and related documents filed with the SEC or
distributed to the stockholders of AC, in each case to the extent
delivered to the Lenders prior to September 1, 1994 and shall, in any
event, include any Merger Documents first delivered to the Lenders
during such period.

"Termination Date": the earlier of (a) the date 364 days after the

date hereof, as such date may be extended in accordance with the terms
of subsection 2.19 and (b) the date on which the Commitments shall
terminate in accordance with the provisions of this Agreement.

"Three-Month Secondary C/D Rate": as defined in the definition of

Alternate Base Rate.

"Tranche": the collective reference to Eurodollar Loans or C/D

Rate Loans whose Interest Periods begin and end on the same day. A
Tranche may be a "C/D Rate Tranche" or a "Eurodollar Tranche".

"Transaction Documents": include at any time the Tender Offer

Documents, the Additional Tender Offer Documents and the Merger
Documents existing at such time.

"Transferee" as defined in subsection 8.6(f).

"Transfer Effective Date": as defined in each Commitment Transfer

Supplement.

"2.17 Certificate": as defined in subsection 2.17.

"Type": as to any Loan, its nature as an Alternate Base Rate Loan,

Eurodollar Loan or C/D Rate Loan, as the case may be.

"Unrestricted Subsidiary": Genetics, Immunex and any other Person

designated by the Company, in each case so long as (i) a majority of the equity interests are owned by the Company and its Subsidiaries and (ii) the Company and its Subsidiaries are unable to exercise control over such Person without material restriction.

1.2 Other Definitional Provisions. (a) Unless otherwise

specified therein, all terms defined in this Agreement shall have the defined meanings when used in the Notes or any certificate or other document made or delivered pursuant hereto.

(b) As used herein and in the Notes and any certificate or other document made or delivered pursuant hereto, accounting terms relating to the Company and its Subsidiaries not defined in subsection 1.1 and accounting terms partly defined in subsection 1.1, to the extent not defined, shall have the respective meanings given to them under GAAP.

(c) The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, subsection, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(d) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

SECTION 2. THE COMMITTED RATE LOANS; THE BID LOANS; AMOUNT AND
TERMS

2.1 The Committed Rate Loans. (a) During the Commitment Period,

subject to the terms and conditions hereof, each Lender severally agrees to make loans (individually, a "Committed Rate Loan") to the Borrowers from time

to time in an aggregate principal amount at any one time outstanding not to exceed (after giving effect to the simultaneous use of the proceeds thereof to repay Bid Loans) such Lender's Commitment, provided that (i) no Committed

Rate Loan shall be made hereunder which would result in the

Aggregate Loans (after giving effect to the simultaneous use of the proceeds thereof to repay Bid Loans) being in excess of the aggregate amount of the Commitments then in effect and (ii) no Committed Rate Loan shall be made hereunder to the Subsidiary Borrowers which would result in the Aggregate Loans to such Subsidiary Borrowers being in excess (after giving effect to the simultaneous use of the proceeds thereof to repay Loans) of \$2,800,000,000. The Borrowers may use the Commitments to borrow, repay and reborrow Committed Rate Loans from time to time during the Commitment Period, all in accordance with the terms and conditions hereof.

(b) The Committed Rate Loans may be (i) Eurodollar Loans, (ii) Alternate Base Rate Loans, (iii) C/D Rate Loans or (iv) a combination thereof. Eurodollar Loans shall be made by each Lender at its Eurodollar Lending Office, and Alternate Base Rate and C/D Rate Loans shall be made by each Lender at its Domestic Lending Office.

(c) Committed Rate Loans made by each Lender to each Borrower shall be evidenced by a promissory note of such Borrower, substantially in the form of Exhibit A with appropriate insertions (a "Committed Rate Note"),

payable to the order of such Lender and representing the obligation of such Borrower to pay the lesser of (a) the amount of the initial Commitment of such Lender and (b) the aggregate unpaid principal amount of all Committed Rate Loans made by such Lender to such Borrower. Each Lender is hereby authorized to record the date, Type and amount of each Committed Rate Loan made by such Lender, the maturity date thereof, the date and amount of each payment or prepayment of principal thereof and the interest rate with respect thereto on the schedule annexed to and constituting a part of its Committed Rate Note, and any such recordation shall constitute prima facie evidence of the accuracy of the information so recorded; provided, however, that the

failure to make any such recordation shall not affect the obligations of the Borrower hereunder or under such Committed Rate Note. Each Committed Rate Note shall (i) be dated the Effective Date, (ii) be stated to mature on the Maturity Date with respect to each Committed Rate Loan evidenced thereby, and (iii) bear interest on the unpaid principal amount thereof from time to time outstanding at the applicable interest rate per annum determined as provided in subsections 2.8 and 2.10. Interest on each Committed Rate Note shall be payable as specified in subsection 2.8.

(d) The Borrowers may borrow Committed Rate Loans on any Business Day; provided, however, that the Company, on

behalf of the respective Borrower, shall give the Agent irrevocable notice thereof (which notice must be received by the Agent (i) prior to 12:00 Noon, New York City time, three Business Days prior to the requested Borrowing Date, in the case of Eurodollar Loans, (ii) prior to 12:00 Noon, New York City time, two Business Days prior to the requested Borrowing Date in the case of C/D Rate Loans and (iii) prior to 11:00 A.M., New York City time, on the requested Borrowing Date, in the case of Alternate Base Rate Loans). Each such notice shall be given by facsimile transmission substantially in the form of Exhibit D (with appropriate insertions) or shall be given by telephone (specifying the information set forth in Exhibit D) promptly confirmed by notice given by facsimile transmission substantially in the form of Exhibit D (with appropriate insertions). On the day of receipt of any such notice from the Company, the Agent shall promptly notify each Lender thereof. Each Lender will make the amount of its share of each borrowing available to the Agent for the account of the respective Borrower at the office of the Agent set forth in subsection 8.2 by 11:00 A.M. (or 3:00 P.M., in the case of Alternate Base Rate Loans), New York City time, on the Borrowing Date requested by the Company for the account of such Borrower in funds immediately available to the Agent as the Agent may direct. The proceeds of all such Committed Rate Loans will then be promptly made available to the respective Borrower by the Agent at the office of the Agent specified in subsection 8.2 by crediting the account of such Borrower on the books of such office of the Agent with the aggregate of the amount made available to the Agent by the Lenders and in like funds as received by the Agent.

2.2 The Bid Loans. (a) The Borrowers may borrow Bid Loans from

time to time on any Business Day during the Commitment Period in the manner set forth in this subsection and in amounts such that (i) the Aggregate Loans at any time outstanding shall not exceed (after giving effect to the simultaneous use of the proceeds thereof to repay Committed Rate Loans) the aggregate amount of the Commitments at such time, provided, however, that the

aggregate principal amount of the outstanding Bid Loans of a Bid Loan Lender may (but shall not be required to) exceed its Commitment and (ii) the Aggregate Loans of the Subsidiary Borrowers at any time outstanding shall not exceed (after giving effect to the simultaneous use of the proceeds thereof to repay Loans) \$2,800,000,000.

(b) (i) The Company, on behalf of the respective Borrower, shall request Bid Loans by delivering a Bid Loan Request to the Agent, not later than 12:00 Noon (New York

City time) four Business Days prior to the proposed Bid Loan Date (in the case of an Index Rate Bid Loan Request), and not later than 10:00 A.M. (New York City time) one Business Day prior to the proposed Bid Loan Date (in the case of an Absolute Rate Bid Loan Request). Each Bid Loan Request may solicit bids for Bid Loans in an aggregate principal amount of \$50,000,000 or an integral multiple of \$5,000,000 in excess thereof and for not more than three alternative Interest Periods for such Bid Loans. The Interest Period for each Bid Loan shall end not less than 7 days (one month in the case of Index Rate Bid Loans) nor more than 180 days (six months in the case of Index Rate Bid Loans) after the Bid Loan Date therefor (and in any event subject to the proviso to the definition of "Interest Period" in subsection 1.1). The Agent shall promptly notify each Bid Loan Lender by facsimile transmission of the contents of each Bid Loan Request received by it.

(ii) In the case of an Index Rate Bid Loan Request, upon receipt of notice from the Agent of the contents of such Bid Loan Request, any Bid Loan Lender that elects, in its sole discretion, to do so, shall irrevocably offer to make one or more Bid Loans to the respective Borrower at the Applicable Index Rate plus or minus a margin for each such Bid Loan determined by such Bid Loan Lender, in its sole discretion. Any such irrevocable offer shall be made by delivering a Bid Loan Offer to the Agent before 10:30 A.M. (New York City time) three Business Days before the proposed Bid Loan Date, setting forth the maximum amount of Bid Loans for each Interest Period, and the aggregate maximum amount for all Interest Periods, which such Lender would be willing to make (which amount may, subject to subsection 2.2(a), exceed such Lender's Commitment) and the margin above or below the Applicable Index Rate at which such Bid Loan Lender is willing to make each such Bid Loan; the Agent shall advise the Company before 11:15 A.M. (New York City time) three Business Days before the proposed Bid Loan Date of the contents of each such Bid Loan Offer received by it. If the Agent in its capacity as a Bid Loan Lender shall, in its sole discretion, elect to make any such offer, it shall advise the Borrower of the contents of its Bid Loan Offer before 10:15 A.M. (New York City time) three Business Days before the proposed Bid Loan Date.

(iii) In the case of an Absolute Rate Bid Loan Request, upon receipt of notice from the Agent of the contents of such Bid Loan Request, any Bid Loan Lender that elects, in its sole discretion, to do so, shall irrevocably offer to make one or more Bid Loans to the respective

Borrower at a rate or rates of interest for each such Bid Loan determined by such Bid Loan Lender in its sole discretion. Any such irrevocable offer shall be made by delivering a Bid Loan Offer to the Agent before 9:30 A.M. (New York City time) on the proposed Bid Loan Date, setting forth the maximum amount of Bid Loans for each Interest Period, and the aggregate maximum amount for all Interest Periods, which such Bid Loan Lender would be willing to make (which amount may, subject to subsection 2.2(a), exceed such Bid Loan Lender's Commitment) and the rate or rates of interest at which such Bid Loan Lender is willing to make each such Bid Loan; the Agent shall advise the Borrower before 10:15 A.M. (New York City time) on the proposed Bid Loan Date of the contents of each such Bid Loan Offer received by it. If the Agent in its capacity as a Bid Loan Lender shall, in its sole discretion, elect to make any such offer, it shall advise the Company of the contents of its Bid Loan Offer before 9:15 A.M. (New York City time) on the proposed Bid Loan Date.

(iv) The Company, on behalf of the respective Borrower, shall before 11:45 A.M. (New York City time) three Business Days before the proposed Bid Loan Date (in the case of Bid Loans requested by an Index Rate Bid Loan Request) and before 10:45 A.M. (New York City time) on the proposed Bid Loan Date (in the case of Bid Loans requested by an Absolute Rate Bid Loan Request) either, in its absolute discretion:

(A) cancel such Bid Loan Request by giving the Agent telephone notice to that effect, or

(B) accept one or more of the offers made by any Bid Loan Lender or Bid Loan Lenders pursuant to clause (ii) or clause (iii) above, as the case may be, by giving telephone notice to the Agent (immediately confirmed by delivery to the Agent of a Bid Loan Confirmation) of the amount of Bid Loans for each relevant Interest Period to be made by each Bid Loan Lender (which amount shall be equal to or less than the maximum amount for such Interest Period specified in the Bid Loan Offer of such Bid Loan Lender, and for all Interest Periods included in such Bid Loan Offer shall be equal to or less than the aggregate maximum amount specified in such Bid Loan Offer for all such Interest Periods) and

reject any remaining offers made by Bid Loan Lenders pursuant to clause (ii) or clause (iii) above, as the case may be; provided, however, that

(x) the Company, on behalf of the respective Borrower, may not accept offers for Bid Loans for any Interest Period

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in an aggregate principal amount in excess of the maximum principal amount requested for such Interest Period in the related Bid Loan Request, (y) if the Company, on behalf of the respective Borrower, accepts any of such offers, it must accept offers strictly based upon pricing for such relevant Interest Period and no other criteria whatsoever and (z) if two or more Bid Loan Lenders submit offers for any Interest Period at identical pricing and the Company, on behalf of the respective Borrower, accepts any of such offers but does not wish to borrow the total amount offered by such Bid Loan Lenders with such identical pricing, the Company, on behalf of the respective Borrower, shall accept offers from all of such Bid Loan Lenders in amounts allocated among them pro rata according to the amounts offered by such Bid Loan Lenders (or as nearly pro rata as shall be practicable, after giving effect to the requirement that Bid Loans made by a Bid Loan Lender on a Bid Loan Date for each relevant Interest Period shall be in a principal amount of \$10,000,000 or an integral multiple of \$1,000,000 in excess thereof).

(v) If the Company, on behalf of the respective Borrower, notifies the Agent that a Bid Loan Request is cancelled pursuant to clause (iv) (A) above, the Agent shall give prompt telephone notice thereof to the Bid Loan Lenders, and the Bid Loans requested thereby shall not be made.

(vi) If the Company, on behalf of the respective Borrower, accepts pursuant to clause (iv) (B) above one or more of the offers made by any Bid Loan Lender or Bid Loan Lenders, the Agent shall promptly notify by telephone each Bid Loan Lender which has made such an offer of the aggregate amount of such Bid Loans to be made on such Bid Loan Date for each Interest Period and of the acceptance or rejection of any offers to make such Bid Loans made by such Bid Loan Lender. Each Bid Loan Lender which is to make a Bid Loan shall, before 12:00 Noon (New York City time) on the Bid Loan Date

specified in the Bid Loan Request applicable thereto, make available to the Agent at its office set forth in subsection 8.2 the amount of Bid Loans to be made by such Bid Loan Lender, in immediately available funds. The Agent will make such funds available to the Company, on behalf of the respective Borrower, promptly on such date at the Agent's aforesaid address. As soon as practicable after each Bid Loan Date, the Agent shall notify each Lender of the aggregate amount of Bid Loans advanced on such Bid Loan Date and the respective Interest Periods therefor.

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(vii) Bid Loans made by each Bid Loan Lender shall be evidenced by a promissory note of the respective Borrower substantially in the form of Exhibit B with appropriate insertions (a "Bid Loan Note"). Each Bid Loan

Note shall represent the obligation of the respective Borrower to pay the aggregate unpaid principal amount of all Bid Loans made by such Bid Loan Lender. Each Bid Loan Lender is hereby authorized to record the date and amount of each Bid Loan made by such Bid Loan Lender, the maturity date thereof, the date of payment thereof and the interest rate with respect thereto on the schedule annexed to and constituting a part of its Bid Loan Note, and any such recordation shall constitute prima facie evidence of the accuracy of the information so recorded; provided, however, that the failure

to make any such recordation shall not affect the obligations of the Borrower hereunder or under such Bid Loan Note. Each Bid Loan Note shall be dated the Effective Date.

(c) Within the limits and on the conditions set forth in this subsection, the Borrowers may from time to time borrow under this subsection, repay pursuant to paragraph (d) below, and reborrow under this subsection.

(d) The respective Borrower shall repay to the Agent for the account of each Bid Loan Lender which has made a Bid Loan to it on the last day of the Interest Period for such Bid Loan (such Interest Period being that specified by the Company, on behalf of such Borrower, for repayment of such Bid Loan in the related Bid Loan Request) the then unpaid principal amount of such Bid Loan. No Borrower shall have the right to prepay any principal

amount of any Bid Loan without the prior consent of the Bid Loan Lender with respect thereto.

(e) The respective Borrower shall pay interest on the unpaid principal amount of each Bid Loan made to it from the applicable Bid Loan Date to the stated maturity date thereof, at the rate of interest determined pursuant to paragraph (b) above (calculated on the basis of a 360 day year for actual days elapsed), payable on the interest payment date or dates specified by the Company, on behalf of such Borrower, for such Bid Loan in the related Bid Loan Request as provided in the Bid Note evidencing such Bid Loan. If all or a portion of the principal amount of any Bid Loan or any interest payable thereon shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), such overdue amount shall, without limiting any rights of any Lender under this Agreement, bear interest at a rate per annum which is (x) in the case of overdue

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principal, 2% above the rate which would otherwise be applicable pursuant to the Bid Note evidencing such Bid Loan until the scheduled maturity date with respect thereto as set forth in the Bid Note evidencing such Bid Loan, and for each day thereafter at a rate per annum which is 2% above the Alternate Base Rate or (y) in the case of overdue interest, 2% above the Alternate Base Rate plus the Applicable Margin, in each case from the date of such non-payment until such amount is paid in full (as well after as before judgment).

2.3 Denomination of Committed Rate Loans. Each borrowing of

Committed Rate Loans shall be in an aggregate principal amount of \$50,000,000 or a whole multiple of \$5,000,000 in excess thereof.

2.4 Fees. The Borrowers jointly and severally agree to pay to the

Agent, for the ratable benefit of the Lenders (or for the respective Bid Loan Lenders alone in the case of Facility Fee payments made pursuant to clause (ii) below in respect of Bid Loans outstanding after the Termination Date), a facility fee (the "Facility Fee") in an amount equal to the Facility Fee

Percentage, (i) of the aggregate Commitments from and including the

Allocation Date to but excluding the Termination Date and (ii) of the average principal amount of Loans outstanding from and after the Termination Date, payable quarterly in arrears on the last day of each March, June, September and December and, as the case may be, (a) on the Termination Date (in respect of the fee relating to the aggregate Commitments) and (b) on the date on which the Loans are fully repaid (in respect of the fee relating to outstanding Loans). Such quarterly payment made hereunder shall be a payment in consideration for holding open the availability of the Commitments or making the Loans for the quarterly period completed on the date payment is due.

2.5 Changes of Commitments. (a) The Company shall have the right

to terminate or reduce the unused portion of the Commitments at any time or from time to time upon not less than three Business Days' prior notice to the Agent (which shall notify the Lenders thereof as soon as practicable) of each such termination or reduction, which notice shall specify the effective date thereof and the amount of any such reduction (which shall be in a minimum amount of \$50,000,000 or a whole multiple of \$5,000,000 in excess thereof) and shall be irrevocable and effective only upon receipt by the Agent, provided that no such reduction or termination shall be permitted if after

giving effect thereto, and to any prepayments of the Committed Rate Loans made

on the effective date thereof, the then outstanding principal amount of the Aggregate Loans would exceed the amount of the Commitments then in effect.

(b) The Commitments once terminated or reduced pursuant to this subsection may not be reinstated.

2.6 Optional Prepayments. Each Borrower, may, upon three Business

Days' irrevocable notice from the Company, on behalf of such Borrower, to the Agent (which shall notify the Lenders thereof as soon as practicable), prepay Committed Rate Loans or (with the consent of the Bid Loan Lender in respect thereof) Bid Loans of such Borrower. If any Loan shall be prepaid on any day

other than the last day of the Interest Period applicable thereto, the respective Borrower shall, on the date of such payment, also pay all interest accrued on such Loan to the date of such payment and all amounts payable pursuant to subsection 2.16 in connection therewith.

2.7 Minimum Principal Amount of Tranches. All borrowings,

payments and prepayments in respect of Committed Rate Loans shall be in such amounts and be made pursuant to such elections so that after giving effect thereto the aggregate principal amount of the Committed Rate Loans comprising any Tranche shall not be less than \$50,000,000 or a whole multiple of \$5,000,000 in excess thereof.

2.8 Committed Rate Loan Interest Rates and Payment Dates. (a)

Each Committed Rate Loan comprising each Eurodollar Tranche shall bear interest for each day during each Interest Period with respect thereto at a rate per annum equal to the Eurodollar Rate determined for such day plus the Applicable Margin.

(b) Each Committed Rate Loan comprising each C/D Rate Tranche shall bear interest for each day during each Interest Period with respect thereto at a rate per annum equal to the C/D Rate determined for such day plus the Applicable Margin.

(c) The Alternate Base Rate Loans shall bear interest at a rate per annum equal to the Alternate Base Rate plus the Applicable Margin.

(d) If all or a portion of the principal amount of any Committed Rate Loan which is a Eurodollar Loan or C/D Rate Loan shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), such overdue

principal amount of such Committed Rate Loan shall be converted to an Alternate Base Rate Loan at the end of the Interest Period applicable thereto.

(e) If all or a portion of (i) the principal amount of any

Committed Rate Loan, (ii) any interest payable thereon or (iii) any fee or other amount payable hereunder shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), such overdue amount shall bear interest at a rate per annum which is (x) in the case of overdue principal, the rate that would otherwise be applicable thereto pursuant to the foregoing provisions of this subsection plus 2% or (y) in the case of overdue interest, fees or other amounts, the rate described in paragraph (c) of this subsection plus 2%, in each case from the date of such non-payment until such amount is paid in full (after as well as before judgment).

(f) Interest on each Committed Rate Loan shall be payable in arrears on each Interest Payment Date, provided that interest accruing pursuant to paragraph (e) of this subsection shall be payable from time to time on demand.

2.9 Conversion Options. (a) The Company, on behalf of the

respective Borrower, may elect from time to time to convert Eurodollar Loans or Alternate Base Rate Loans to C/D Rate Loans, and to convert C/D Rate Loans or Alternate Base Rate Loans to Eurodollar Loans, by giving the Agent at least three Business Days' prior irrevocable written notice of such election. The Company, on behalf of the respective Borrower, may elect from time to time to convert Eurodollar Loans or C/D Rate Loans to Alternate Base Rate Loans by giving the Agent at least one Business Day's prior irrevocable notice of such election. If the date upon which an Alternative Base Rate Loan or C/D Rate Loan is to be converted to a Eurodollar Loan is not a Business Day in London, then such conversion shall be made on the next succeeding Business Day in London and during the period from such last day of an Interest Period to such succeeding Business Day such Loan shall bear interest as if it were an Alternate Base Rate Loan. All or any part of outstanding Eurodollar Loans, Alternate Base Rate Loans and C/D Rate Loans may be converted as provided herein, provided that (i) no Loan may be conver-

ted into a Eurodollar Loan or a C/D Rate Loan when any Default or Event of Default has occurred and is continuing and the Agent or the Majority Lenders have determined that such conversion is not appropriate and (ii) partial conversions shall be in an aggregate principal amount

of \$50,000,000 or a whole multiple of \$5,000,000 in excess thereof.

(b) Any Eurodollar Loans or C/D Rate Loans may be continued as such upon the expiration of an Interest Period with respect thereto by compliance by the Company, on behalf of the respective Borrower, with the notice provisions contained in subsection 2.9(a); provided, that no

Eurodollar Loan or C/D Rate Loan may be continued as such when any Default or Event of Default has occurred and is continuing, and the Agent or the Majority Lenders have determined that such a continuation is not appropriate, in which case such Loan shall be automatically converted to an Alternate Base Rate Loan on the last day of the then current Interest Period with respect thereto.

2.10 Computation of Interest and Fees. (a) Interest payable

hereunder with respect to Alternate Base Rate Loans shall be calculated on the basis of a year of 365/6 days for the actual days elapsed. All other fees, interest and all other amounts payable hereunder shall be calculated on the basis of a 360 day year for the actual days elapsed. The Agent shall as soon as practicable notify the Company and the Lenders of each determination of a Eurodollar Rate and of a C/D Rate on the Business Day of the determination thereof. Any change in the interest rate on a Committed Rate Loan resulting from a change in the Alternate Base Rate, the C/D Assessment Rate or the C/D Reserve Percentage shall become effective as of the opening of business on the day on which such change in the Alternate Base Rate, the C/D Assessment Rate or the C/D Reserve Percentage shall become effective. The Agent shall as soon as practicable notify the Company and the Lenders of the effective date and the amount of each such change.

(b) Each determination of an interest rate by the Agent pursuant to any provision of this Agreement shall be conclusive and binding on the Borrowers and the Lenders in the absence of manifest error. The Agent shall, at the request of the Company, deliver to the Company a statement showing the quotations given by the Reference Lenders and the computations used by the Agent in determining any interest rate.

(c) If any Reference Lender's Commitment shall terminate for any reason whatsoever (otherwise than with termination of all the Commitments), such Reference Lender shall thereupon cease to be a Reference Lender, and if for any reason there shall cease to be at least three Reference

Lenders, then the Agent (after consultation with the Company and the Lenders) shall, by notice to the Company and the Lenders, designate another Lender as a Reference Lender (who shall be reasonably acceptable to the Company) so that there shall at all times be at least three Reference Lenders.

(d) Each Reference Lender shall use its best efforts to furnish quotations of rates to the Agent as contemplated hereby. If any of the Reference Lenders shall be unable or otherwise fails to supply such rates to the Agent upon its request, the rate of interest shall, subject to the provisions of subsection 2.13, be determined on the basis of the quotations of the remaining Reference Lenders or Reference Lender.

2.11 Pro Rata Treatment and Payments. Except as expressly

provided in subsections 2.18 or 2.19, as the case may be, each borrowing by any Borrower of Committed Rate Loans and any reduction of the Commitments shall be made pro rata according to the respective Commitment Percentages of the Lenders. Each payment by any Borrower under this Agreement or any Note shall be applied, first, to any fees then due and owing by such Borrower pursuant to subsection 2.4, second, to interest then due and owing in respect of the Notes of such Borrower and, third, to principal then due and owing hereunder and under the Notes of such Borrower. Each payment by any Borrower on account of any fees pursuant to subsection 2.4 shall (except as otherwise set forth therein with respect to Bid Loans) be made pro rata in accordance with the respective amounts due and owing. Except as expressly provided in subsections 2.18 or 2.19, as the case may be, each payment (other than prepayments) by any Borrower on account of principal of and interest on the Committed Rate Loans of such Borrower shall be made pro rata according to the respective amounts due and owing. Each prepayment on account of principal of the Loans (except to the extent designated to be applied to Bid Loans) shall be applied, first, to such of the Committed Rate Loans as the Company, on behalf of the respective Borrower, may designate (to be applied pro rata among the Lenders), and, second, after all Committed Rate Loans shall have been paid in full, to Bid Loans, pro rata according to the respective amounts outstanding; provided, that prepayments made pursuant to subsection 2.14

shall be applied in accordance with such subsection; and provided, further

that nothing herein shall be deemed to permit optional prepayments on account of Bid Loans without the prior consent of the Bid Loan Lender with respect thereto. All payments (including prepayments) to be made by any Borrower on account of principal, interest and

fees shall be made without defense, set-off or counterclaim (except as provided in subsection 2.17(b)) and shall be made to the Agent for the account of the Lenders at the Agent's office specified in subsection 8.2 in Dollars and in immediately available funds. The Agent shall distribute such payments to the Lenders entitled thereto promptly upon receipt in like funds as received. If any payment hereunder (other than payments on the Eurodollar Loans or Index Rate Bid Loans payable on the next preceding Business Day as a result of the following sentence) becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day, and, with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension. If any payment on a Eurodollar Loan or an Index Rate Bid Loan becomes due and payable on a day other than a Business Day, the maturity thereof shall be extended to the next succeeding Business Day unless the result of such extension would be to extend such payment into another calendar month, in which event such payment shall be made on the immediately preceding Business Day.

2.12 Non-Receipt of Funds by the Agent. (a) Unless the Agent

shall have been notified by a Lender prior to the time a Committed Rate Loan is to be made by such Lender (which notice shall be effective upon receipt) that such Lender does not intend to make the proceeds of such Committed Rate Loan available to the Agent, the Agent may assume that such Lender has made such proceeds available to the Agent at such time, and the Agent may in reliance upon such assumption (but shall not be required to) make available to the respective Borrower a corresponding amount. If such amount is made available to the Agent on a date after such Borrowing Date, such Lender shall pay to the Agent on demand an amount equal to the product of (i) the daily average Federal Funds Effective Rate during such period, times (ii) the amount of such Lender's Commitment Percentage of such borrowing, times (iii) a fraction, the numerator of which is the number of days that elapse from and including such Borrowing Date to the date on which such Lender's Commitment Percentage of such borrowing shall have become immediately available to the Agent and the denominator of which is 360. If such Lender's Commitment Percentage is not in fact made available to the Agent by such Lender within three Business Days of such Borrowing Date, the Agent shall be entitled to recover such amount with interest thereon at the rate per annum applicable to Alternate Base Rate Loans hereunder, on demand, from the Borrower.

(b) Unless the Agent shall have been notified by the Company, on behalf of the respective Borrower, prior to the date on which any payment is due from it hereunder (which notice shall be effective upon receipt) that such Borrower does not intend to make such payment, the Agent may assume that such Borrower has made such payment when due, and the Agent may in reliance upon such assumption (but shall not be required to) make available to each Lender on such payment date an amount equal to the portion of such assumed payment to which such Lender is entitled hereunder, and if such Borrower has not in fact made such payment to the Agent, such Lender shall, on demand, repay to the Agent the amount made available to such Lender. If such amount is repaid to the Agent on a date after the date such amount was made available to such Lender, such Lender shall pay to the Agent on demand an amount equal to the product of (i) the daily average Federal Funds Effective Rate during such period, times (ii) the amount made available to such Lender by the Agent pursuant to this paragraph (b), times (iii) a fraction, the numerator of which is the number of days that elapse from and including the date on which such amount was made available to such Lender to the date on which such amount shall have been repaid to the Agent by such Lender and become immediately available to the Agent and the denominator of which is 360.

(c) A certificate of the Agent submitted to the Company, on behalf of the respective Borrower, or any Lender with respect to any amount owing under this subsection shall be conclusive in the absence of manifest error.

2.13 Inability to Determine Interest Rate. (a) Notwithstanding

any other provision of this Agreement, if (i) the Agent determines that no Reference Lender is, for any reason whatsoever, quoting a rate referred to in the definition of Eurodollar Rate for any Interest Period or (ii) the Majority Lenders shall determine (which determination shall be conclusive) that the rates quoted by the Reference Lenders for the purpose of computing the Eurodollar Rate do not adequately and fairly reflect the cost to such Lenders of funding Eurodollar Loans that any Borrower has requested be outstanding as a Eurodollar Tranche during such Interest Period, the Agent shall forthwith give telephone notice of such determination, confirmed in writing, to the Company, on behalf of the respective Borrower, and the Lenders at least two Business Days prior to the first day of such Interest Period. Unless the Company, on behalf of the respective Borrower, shall have notified the Agent upon receipt of such telephone notice that it wishes to rescind or modify its request regarding such Eurodollar Loans, any Loans that were

requested to be made as Eurodollar Loans shall be made as Alternate Base Rate Loans and any Loans that were requested to be converted into or continued as Eurodollar Loans shall be converted into Alternate Base Rate Loans. Until any such notice has been withdrawn by the Agent, no further Loans shall be made as, continued as, or converted into, Eurodollar Loans.

(b) Notwithstanding any other provision of this Agreement, if (i) the Agent determines that no Reference Lender is, for any reason whatsoever, quoting a rate referred to in the definition of C/D Base Rate for any Interest Period or (ii) the Majority Lenders shall determine (which determination shall be conclusive) that the rates quoted by the Reference Lenders for the purpose of computing the C/D Rate do not adequately and fairly reflect the cost to such Lenders of funding C/D Rate Loans that any Borrower has requested be outstanding as a C/D Rate Tranche during such Interest Period, the Agent shall forthwith give telephone notice of such determination to the Company, on behalf of the respective Borrower, and the Lenders on or before the first day of such Interest Period. Unless the Company, on behalf of the respective Borrower, shall have notified the Agent after receipt of such telephone notice that it wishes to rescind or modify its request regarding such C/D Rate Loans, any Loans that were requested to be made as C/D Rate Loans shall be made as Alternate Base Rate Loans and any Loans that were requested to be converted into or continued as C/D Rate Loans shall be converted into Alternate Base Rate Loans. Until such notice has been withdrawn by the Agent, no further Loans shall be made as, continued as, or converted into, C/D Rate Loans.

(c) In the event that the Agent shall have determined (which determination shall be conclusive and binding upon the Borrowers) that by reason of circumstances affecting the interbank eurodollar market, adequate and reasonable means do not exist for ascertaining the Eurodollar Rate for any Interest Period with respect to a proposed Bid Loan to be made pursuant to an Index Rate Bid Loan Request, the Agent shall forthwith give telephone notice of such determination, confirmed in writing, to the Company, on behalf of the respective Borrower, and the Bid Loan Lenders at least two Business Days prior to the proposed Bid Loan Date, and such Bid Loans shall not be made on such Bid Loan Date. Until any such notice has been withdrawn by the Agent, no further Index Rate Bid Loan Requests shall be submitted by the Company.

2.14 Illegality. Notwithstanding any other provision of this

Agreement, if the adoption of or any change in any Requirement of Law or in the interpretation or application thereof by any relevant Governmental Authority to any Lender shall make it unlawful for such Lender or its Eurodollar Lending Office to make or maintain Eurodollar Loans as contemplated by this Agreement or to obtain in the interbank eurodollar market through its Eurodollar Lending Office the funds with which to make such Loans, (a) such Lender shall promptly notify the Agent and the Company thereof, (b) the commitment of such Lender hereunder to make Eurodollar Loans or continue Eurodollar Loans as such shall forthwith be cancelled and (c) such Lender's Committed Rate Loans then outstanding as Eurodollar Loans, if any, shall be converted on the last day of the Interest Period for such Loans or within such earlier period as required by law as Alternate Base Rate Loans. The respective Borrower hereby agrees promptly to pay any Lender, upon its demand, any additional amounts necessary to compensate such Lender for actual and direct costs reasonably incurred by such Lender in making any repayment in accordance with this subsection including, but not limited to, any interest or fees payable by such Lender to lenders of funds obtained by it in order to make or maintain its Eurodollar Loans hereunder. A certificate as to any additional amounts payable pursuant to this subsection submitted by such Lender, through the Agent, to the Company shall be conclusive in the absence of manifest error. Each Lender agrees to use reasonable efforts (including reasonable efforts to change its Eurodollar Lending Office) to avoid or to minimize any amounts which may otherwise be payable pursuant to this subsection; provided, however, that such efforts

shall not cause the imposition on such Lender of any additional costs or legal or regulatory burdens deemed by such Lender to be material.

2.15 Requirements of Law. (a) If the adoption of or any change

in any Requirement of Law or in the interpretation or application thereof or compliance by any Lender with any request or directive (whether or not having the force of law) from any central bank or other Governmental Authority made subsequent to the date hereof:

(i) does or shall subject such Lender to any tax of any kind whatsoever with respect to this Agreement, any Note or any Eurodollar Loan or C/D Rate Loan made by it, or change the basis of taxation of payments to such Lender of principal, facility fee, interest or any other amount payable hereunder (except for changes in the rate of tax on the overall net income of such Lender);

(ii) does or shall impose, modify or hold applicable any reserve, special deposit, compulsory loan or similar requirement against assets held by, or deposits or other liabilities in or for the account of, advances or loans by, or other credit extended by, or any other acquisition of funds by, any office of such Lender which are not otherwise included in the determination of the C/D Rate hereunder or covered by subsection 2.15(b);

(iii) does or shall impose on such Lender any other condition;

and the result of any of the foregoing is to increase the cost to such Lender of making or maintaining Loans or to reduce any amount receivable hereunder or under any Note, then, in any such case, the respective Borrower shall promptly pay such Lender, upon its demand, any additional amounts necessary to compensate such Lender for such additional cost or reduced amount receivable which such Lender reasonably deems to be material as determined by such Lender with respect to its Eurodollar Loans and C/D Rate Loans. A certificate as to any additional amounts payable pursuant to this subsection submitted by such Lender, through the Agent, to the Company shall be conclusive in the absence of manifest error. Each Lender agrees to use reasonable efforts (including reasonable efforts to change its Domestic Lending Office or Eurodollar Lending Office, as the case may be) to avoid or to minimize any amounts which might otherwise be payable pursuant to this paragraph of this subsection; provided, however, that such efforts shall not

cause the imposition on such Lender of any additional costs or legal or regulatory burdens deemed by such Lender to be material.

(b) In addition to amounts which may become payable from time to time pursuant to paragraph (a) of this subsection, the respective Borrower agrees to pay to each Lender which requests compensation under this paragraph (b) (by notice to the Company), on the last day of each Interest Period with respect to any Eurodollar Loan made by such Lender, so long as such Lender shall be required to maintain reserves against "Eurocurrency liabilities" under Regulation D of the Board of Governors of the Federal Reserve System (or, so long as such Lender may be required by such Board of Governors or by any other Governmental Authority to maintain reserves against any other category of liabilities which includes deposits by reference to which the interest rate on Eurodollar Loans is determined as provided in this Agreement or against any category of extensions of credit or other

assets of such Lender which includes any Eurodollar Loans), an additional amount (determined by such Lender and notified to the Company) representing such Lender's calculation or, if an accurate calculation is impracticable, reasonable estimate (using such reasonable means of allocation as such Lender shall determine) of the actual costs, if any, incurred by such Lender during such Interest Period as a result of the applicability of the foregoing reserves to such Eurodollar Loans, which amount in any event shall not exceed the product of the following for each day of such Interest Period:

(i) the principal amount of the Eurodollar Loans made by such Lender to which such Interest Period relates outstanding on such day; and

(ii) the difference between (x) a fraction (expressed as a decimal) the numerator of which is the Eurodollar Rate (expressed as a decimal) applicable to such Eurodollar Loan and the denominator of which is one minus the maximum rate (expressed as a decimal) at which such reserve requirements are imposed by such Board of Governors or other Governmental Authority on such date minus (y) such numerator; and

(iii) a fraction the numerator of which is one and the denominator of which is 360.

(c) If any Lender shall have determined that the adoption of or any change in any Requirement of Law regarding capital adequacy or in the interpretation or application thereof or compliance by such Lender or any corporation controlling such Lender with any request or directive regarding capital adequacy (whether or not having the force of law) from any central bank or Governmental Authority made subsequent to the date hereof does or shall have the effect of reducing the rate of return on such Lender's or such corporation's capital as a consequence of its obligations hereunder to a level below that which such Lender or such corporation could have achieved but for such adoption, change or compliance (taking into consideration such Lender's or such corporation's policies with respect to capital adequacy) by an amount deemed by such Lender to be material, then from time to time, within 15 days after demand by such Lender, the respective Borrower shall pay

to such Lender such additional amount as shall be certified by such Lender as being required to compensate it for such reduction.

(d) Notwithstanding anything to the contrary contained herein, no Borrower shall have any obligation to

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pay to any Lender amounts owing under this subsection 2.15 for any period which is more than 60 days prior to the date upon which the request for payment therefor is delivered to the Company; provided that in no event shall

a Borrower have any obligation to pay to any Lender amounts owing under subsection 2.15(b) for any period which is prior to the commencement of the Interest Period in effect at the time a demand for payment is made by such Lender.

(e) The agreements in this subsection shall survive the termination of this Agreement and payment of the Notes and all other amounts payable hereunder.

2.16 Indemnity. The respective Borrower hereby agree to indemnify

each Lender and to hold such Lender harmless from any funding loss or expense which such Lender may sustain or incur as a consequence of (a) default by such Borrower in payment of the principal amount of or interest on any Loan by such Lender in accordance with the terms of subsections 2.1(c), 2.2(d), 2.2(e) and 2.8(f), as the case may be, (b) default by such Borrower in making a borrowing after such Borrower has given a notice in accordance with subsection 2.1 or 2.2, (c) default by such Borrower in making any prepayment after such Borrower has given a notice in accordance with subsection 2.6 and/or (d) the making by such Borrower of a prepayment of a Committed Rate Loan, or the conversion thereof, on a day which is not the last day of the Interest Period with respect thereto, in each case including, but not limited to, any such loss or expense arising from interest or fees payable by such Lender to lenders of funds obtained by it in order to maintain its Loans hereunder. A certificate as to any additional amounts payable pursuant to this subsection submitted by any Lender, through the Agent, to the Company (which certificate must be delivered to the Agent within thirty days following such default, prepayment or conversion) shall be conclusive in the

absence of manifest error. The agreements in this subsection shall survive termination of this Agreement and payment of the Notes and all other amounts payable hereunder.

2.17 Taxes. (a) All payments made by any Borrower hereunder or

under any Note will be, except as provided in subsection 2.17(b), made free and clear of, and without deduction or withholding for, any present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature now or hereafter imposed by any Governmental Authority or by any political subdivision or taxing authority thereof or therein with respect to such payments (but excluding any tax imposed on or measured by the

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net income or profits of a Lender pursuant to the laws of the jurisdiction in which it is organized or the jurisdiction in which the principal office or applicable lending office of such Lender is located or any subdivision thereof or therein) and all interest, penalties or similar liabilities with respect thereto (all such non-excluded taxes, levies, imposts, duties, fees, assessments or other charges being referred to collectively as "Taxes"). If any Taxes are so levied or imposed, the respective Borrower agrees to pay the full amount of such Taxes, and such additional amounts as may be necessary so that every payment of all amounts due under this Agreement or under any Note, after withholding or deduction for or on account of any Taxes, will not be less than the amount provided for herein or in such Note. The respective Borrower will furnish to the Agent as soon as practicable after the date the payment of any Taxes is due pursuant to applicable law certified copies (to the extent reasonably available and required by law) of tax receipts evidencing such payment by such Borrower. The respective Borrower agrees to indemnify and hold harmless each Lender, and reimburse such Lender upon its written request, for the amount of any Taxes so levied or imposed and paid by such Lender.

(b) Each Lender that is not a United States person (as such term is defined in Section 7701(a)(30) of the Code) agrees to deliver to the Company and the Agent on or prior to the Effective Date, or in the case of a Lender that is an assignee or transferee of an interest under this Agreement pursuant to subsection 2.18 or 8.6(c) (unless the respective Lender was already a Lender hereunder immediately prior to such assignment or transfer),

on the date of such assignment or transfer to such Lender, (i) if the Lender is a "bank" within the meaning of Section 881(c)(3)(A) of the Code, two accurate and complete original signed copies of Internal Revenue Service Form 4224 or 1001 (or successor forms) certifying to such Lender's entitlement to a complete exemption from United States withholding tax with respect to payments to be made under this Agreement and under any Note, or (ii) if the Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, either Internal Revenue Service Form 1001 or 4224 as set forth in clause (i) above, or (x) a certificate substantially in the form of Exhibit C (any such certificate, a "2.17 Certificate") and (y) two accurate and complete original signed copies of Internal Revenue Service Form W-8 (or successor form) certifying to such Lender's entitlement to an exemption from United States withholding tax with respect to payments of interest to be made under this Agreement and under any Note. In addition,

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each Lender agrees that it will deliver upon the Company's request updated versions of the foregoing, as applicable, whenever the previous certification has become obsolete or inaccurate in any material respect, together with such other forms as may be required in order to confirm or establish the entitlement of such Lender to a continued exemption from or reduction in United States withholding tax with respect to payments under this Agreement and any Note. Notwithstanding anything to the contrary contained in subsection 2.17(a), but subject to the immediately succeeding sentence, (x) each Borrower shall be entitled, to the extent it is required to do so by law, to deduct or withhold Taxes imposed by the United States (or any political subdivision or taxing authority thereof or therein) from interest, fees or other amounts payable hereunder for the account of any Lender which is not a United States person (as such term is defined in Section 7701(a)(30) of the Code) for U.S. Federal income tax purposes to the extent that such Lender has not provided to the Company U.S. Internal Revenue Service Forms that establish a complete exemption from such deduction or withholding and (y) such Borrower shall not be obligated pursuant to subsection 2.17(a) hereof to gross-up payments to be made to a Lender in respect of Taxes imposed by the United States if (I) such Lender has not provided to the Company the Internal Revenue Service Forms required to be provided to the Company pursuant to this subsection 2.17(b) or (II) in the case of a payment,

other than interest, to a Lender described in clause (ii) above, to the extent that such Forms do not establish a complete exemption from withholding of such Taxes. Notwithstanding anything to the contrary contained in the preceding sentence or elsewhere in this subsection 2.17, the respective Borrower agrees to pay additional amounts and to indemnify each Lender in the manner set forth in subsection 2.17(a) (without regard to the identity of the jurisdiction requiring the deduction or withholding) in respect of any amounts deducted or withheld by it as described in the immediately preceding sentence as a result of any changes after the Effective Date in any applicable law, treaty, governmental rule, regulation, guideline or order, or in the interpretation thereof, relating to the deducting or withholding of Taxes.

(c) Each Lender agrees to use reasonable efforts (including reasonable efforts to change its Domestic Lending Office or Eurodollar Lending Office, as the case may be) to avoid or to minimize any amounts which might otherwise be payable pursuant to this subsection; provided, however,

that such efforts shall not cause the imposition on such Lender of

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any additional costs or legal or regulatory burdens deemed by such Lender to be material.

(d) If any Borrower pays any additional amount pursuant to this subsection 2.17 with respect to a Lender, such Lender shall use reasonable efforts to obtain a refund of tax or credit against its tax liabilities on account of such payment; provided that such Lender shall have no obligation

to use such reasonable efforts if either (i) it is in an excess foreign tax credit position or (ii) it believes in good faith, in its sole discretion, that claiming a refund or credit would cause adverse tax consequences to it. In the event that such Lender receives such a refund or credit, such Lender shall pay to such Borrower an amount that such Lender reasonably determines is equal to the net tax benefit obtained by such Lender as a result of such payment by such Borrower. In the event that no refund or credit is obtained with respect to such Borrower's payments to such Lender pursuant to this

subsection 2.17, then such Lender shall provide a certification that such Lender has not received a refund or credit for such payments. Nothing contained in this subsection 2.17 shall require a Lender to disclose or detail the basis of its calculation of the amount of any tax benefit or any other amount or the basis of its determination referred to in the proviso to the first sentence of this subsection 2.17 to any Borrower or any other party.

(e) The agreements in this subsection shall survive the termination of this Agreement and the payment of the Notes and all other amounts payable hereunder.

2.18 Replacement of Lenders. In the event that any Lender shall

submit a request for additional reimbursement under subsection 2.15(a), (b) or (c) or subsection 2.17, the Company shall have the right to replace such Lender (the "Replaced Lender") with one or more other Eligible Transferee or Transferees, (collectively, the "Replacement Lender") reasonably acceptable to the Agent, provided that:

(i) at the time of any replacement pursuant to this subsection 2.18, the Replacement Lender shall enter into one or more Commitment Transfer Supplements pursuant to subsection 8.6(c) (and with all fees payable pursuant to subsection 8.6(e) to be paid by the Replacement Lender) pursuant to which the Replacement Lender shall acquire all of the Commitments and outstanding Committed Rate Loans of the Replaced Lender hereunder and (if the Company so requests) under the B Credit Agreement and, in connection therewith, shall pay

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to the Replaced Lender in respect thereof an amount equal to the sum of (x) an amount equal to the principal of, and all accrued but unpaid interest on, all outstanding Committed Rate Loans of the Replaced Lender hereunder and thereunder, and (y) an amount equal to all accrued but unpaid Facility Fees owing to the Replaced Lender pursuant to subsection 2.4 hereof and thereof; and

(ii) all obligations of any Borrower owing to the Replaced Lender hereunder and (if the Company so requests) under the B Credit Agreement

(including the aforesaid increased fees but other than (x) those specifically described in clause (i) above in respect of which the assignment purchase price has been, or is concurrently being, paid and (y) accrued but not due interest on, and the principal of, all Bid Loans of the Replaced Bank then outstanding (which will be paid when and as due by the respective Borrower)) shall be paid in full to such Replaced Lender by the respective Borrower concurrently with such replacement; provided, that, no such payment shall be required in respect of periods

commencing (x) prior to the commencement of the Interest Period in respect of which such payment is sought, in the case of any payment pursuant to subsection 2.15(b), or (y) prior to the date which is 60 days prior to the date of such payment request, in all other cases.

The respective Borrower will also be required to provide reimbursement to such Replaced Lender for any additional amounts owing pursuant to subsection 2.15(a), (b) or (c) or subsection 2.17 for the period subsequent to such request through the date of such replacement. Upon the execution of the respective Commitment Transfer Supplements, the payment of amounts referred to in clauses (i) and (ii) above and, if so requested by the Replacement Lender, delivery to the Replacement Lender of the appropriate Committed Rate Note or Committed Rate Notes executed by the Borrowers, the Replacement Lender shall become a Lender hereunder and the Replaced Lender shall cease to constitute a Lender hereunder, except with respect to indemnification provisions under this Agreement (and the obligation, if any, owed it in respect of any outstanding Bid Loan), which shall survive as to such Replaced Lender. The Agent agrees with the Company to use diligent efforts to assist the Company in locating any necessary Replacement Lender.

2.19 Extension of Termination Date, Replacement of Exiting Lender.

The Company may, prior to or on the date

which is forty-five days prior to the then Termination Date (or if such day is not a Business Day, the first Business Day following such day), by written notice to the Agent (which notice the Agent shall promptly transmit to each

Lender), request that the Termination Date be extended. Each Lender shall respond to such request on the twenty-ninth day (or if such day is not a Business Day, the first Business Day following such day) prior to the Termination Date then in effect (such twenty-ninth day or other day, the "Response Date"), with the failure of any Lender to respond being deemed to

be a negative response. During the period between the date of such request by the Company and the Response Date, each Lender shall have the right to conduct a full credit assessment of the Company and its Subsidiaries. If and only if the Majority A Lenders respond affirmatively to such request on the Response Date, the Agent shall so advise the Company, whereupon the Company shall immediately determine, and so advise the Agent, either (a) not to have the Termination Date extended or (b) to have the Termination Date extended, in which case the old Termination Date shall be extended as to those Lenders that have agreed to such extension (and shall no longer constitute the Termination Date as to such Lenders) until the date which is 364 days after the Response Date. In the event that the Majority A Lenders agree to extend the Termination Date, but one or more Lenders (each an "Exiting Lender") do

not agree to such extension, the Company shall, on or before the old Termination Date, either (i) provide, with the consent of the Agent (which consent shall not be unreasonably withheld), another financial institution to acquire, pursuant to subsection 8.6(c), the Commitment of such Exiting Lender and all amounts owing to such Exiting Lender in respect of Committed Rate Loans under this Agreement or (ii) prepay, in accordance with the terms and provisions of the Release to which such Lender shall be party, the outstanding Committed Rate Loans of such Exiting Lender in full (together with all other amounts owing to such Exiting Lender hereunder (other than Bid Loans of such Exiting Lender), including, without limitation, amounts payable pursuant to subsection 2.16), and upon such prepayment, terminate the Commitment of such Exiting Lender. In the event that the Majority A Lenders respond negatively to such request on the Response Date, the Agent shall so advise the Company and the Commitments shall terminate on the fourth Business Day following the Response Date. The Agent agrees with the Company to use diligent efforts to assist the Company in locating lenders to replace Exiting Lenders.

SECTION 3. REPRESENTATIONS AND WARRANTIES

To induce the Lenders to enter into this Agreement and to make the Loans herein provided for, the Company hereby represents and warrants to the Agent and to each Lender (with all representations made in respect of AC and its Subsidiaries prior to the Merger Effective Date to be made to the best knowledge of the Company) that:

3.1 Financial Condition. The consolidated balance sheet of the

Company and its consolidated Subsidiaries as at December 31, 1993 and as at June 30, 1994 and the related consolidated statements of income and of cash flows for the fiscal year or six month period ended on such date, reported on (in the case of such annual statements) by Arthur Andersen & Co., copies of which have heretofore been furnished to each Lender, are complete and correct and present fairly the consolidated financial condition of the Company and its consolidated Subsidiaries as at such date, and the consolidated results of their operations and their consolidated cash flows for the fiscal year or six month period then ended, subject in the case of the June 30, 1994 statements to normal year end adjustments. All such financial statements, including the related schedules and notes thereto, have been prepared in accordance with GAAP applied consistently throughout the periods involved (except as disclosed therein). Neither the Company nor any of its consolidated Subsidiaries had, at the date of the balance sheets referred to above, any material Guarantee Obligation, contingent liabilities or liability for taxes, long-term lease or unusual forward or long-term commitment, including, without limitation, any material interest rate or foreign currency swap or exchange transaction, which is not reflected in the foregoing statements or in the notes thereto.

3.2 No Change. Since December 31, 1993 there has been no

development or event which has had a Material Adverse Effect.

3.3 Corporate Existence; Compliance with Law. Each of the

Company, its Significant Subsidiaries and the Subsidiary Borrowers (a) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, (b) has the corporate or partnership power and authority and the legal right to own and operate all its material property, to lease the material property it operates as lessee and to conduct the business in which it is currently engaged, (c) is duly qualified as a foreign corporation or partnership and in good standing under the

laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification except to the extent that the failure to so qualify or be in good standing would not, in the aggregate, have a Material Adverse Effect and (d) is in compliance with all Requirements of Law except to the extent that the failure to comply therewith would not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

3.4 Corporate Power; Authorization; Enforceable Obligations. Each

of the Company and the other Borrowers has full power and authority and the legal right to make, deliver and perform the Credit Documents to which it is party and has taken all necessary action to authorize the execution, delivery and performance by it of the Credit Documents to which it is party. No consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person is required in connection with the borrowings hereunder or with the execution, delivery or performance of any Credit Document by the Company or the other Borrowers or with the validity or enforceability of any Credit Document against the Company or the other Borrowers. Each Credit Document to which it is a party has been duly executed and delivered on behalf of the Company or the other Borrowers. Each Credit Document to which it is a party constitutes a legal, valid and binding obligation of the Company or the other Borrowers, as the case may be, enforceable against the Company or the other Borrowers, as the case may be, in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

3.5 No Legal Bar; No Default. The execution, delivery and

performance of the Credit Documents, the borrowings thereunder and the use of the proceeds of the Loans will not violate any Requirement of Law or any Contractual Obligation of the Company, its Significant Subsidiaries or any Subsidiary Borrowers, and will not result in, or require, the creation or imposition of any Lien on any of its or their respective properties or revenues pursuant to any Requirement of Law or Contractual Obligation. Neither the Company nor any of its Subsidiaries is in default under or with respect to any of its Contractual Obligations in any respect which would reasonably be expected to have a Material

Adverse Effect. No Default or Event of Default has occurred and is continuing.

3.6 No Material Litigation. No litigation, investigation or

proceeding of or before any arbitrator or Governmental Authority is pending or, to the best knowledge of the Company, threatened by or against the Company or any of its Subsidiaries or against any of its or their respective properties or revenues (a) with respect to the Credit Documents or any Loan or any of the transactions contemplated hereby, (b) which would reasonably be expected to have a material adverse effect on the ability of the Company to consummate the Acquisition in a timely manner or (c) which would reasonably be expected to have a Material Adverse Effect.

3.7 Investment Company Act. Neither the Company nor any other

Borrower is an "investment company", or a company "controlled" by an "investment company", within the meaning of the Investment Company Act of 1940, as amended.

3.8 Federal Regulations. No part of the proceeds of any Loan

hereunder will be used directly or indirectly for any purpose which violates, or which would be inconsistent with, the provisions of Regulation G, T, U or X of the Board of Governors of the Federal Reserve System as now and from time to time hereafter in effect.

3.9 ERISA. Neither a Reportable Event nor an "accumulated funding

deficiency" (within the meaning of Section 412 of the Code or Section 302 of ERISA) has occurred during the five-year period prior to the date on which this representation is made or deemed made with respect to any Plan, and each Plan has complied in all material respects with the applicable provisions of ERISA and the Code, except to the extent that any such occurrence or failure to comply would not reasonably be expected to have a Material Adverse Effect. No termination of a Single Employer Plan has occurred resulting in any liability that has remained underfunded, and no Lien in favor of the PBGC or a Plan has arisen, during such five-year period which would reasonably be expected to have a Material Adverse Effect. Except for the Supplemental Executive Retirement Plan, the present value of all accrued benefits under each Single Employer Plan (based on those assumptions used to fund such Plans) did not, as of the last annual valuation date prior to the date on which this representation is made or deemed made, exceed the value of the assets of such Plan allocable to such accrued benefits by an amount which would reasonably be expected to

have a Material Adverse Effect. Neither the Company nor any Commonly Controlled Entity is currently subject to any liability for a complete or partial withdrawal from a Multiemployer Plan which would reasonably be expected to have a Material Adverse Effect.

3.10 Environmental Matters. Except to the extent that all of the

following, in the aggregate, would not reasonably be expected to have a Material Adverse Effect:

(a) To the best knowledge of the Company, the facilities and properties owned, leased or operated by the Company or any of its Subsidiaries (the "Properties") do not contain any Materials of

Environmental Concern in amounts or concentrations which (i) constitute a violation of, or (ii) could give rise to liability under, any Environmental Law.

(b) To the best knowledge of the Company, the Properties and all operations at the Properties are in compliance, and have in the last five years been in compliance, in all material respects with all applicable Environmental Laws, and there is no contamination at, under or about the Properties or violation of any Environmental Law with respect to the Properties or the business operated by the Company or any of its Subsidiaries (the "Business").

(c) Neither the Company nor any of its Subsidiaries has received any notice of violation, alleged violation, non-compliance, liability or potential liability regarding environmental matters or compliance with Environmental Laws with regard to any of the Properties or the Business, nor does the Company have knowledge or reason to believe that any such notice will be received or is being threatened.

(d) To the best knowledge of the Company, Materials of Environmental Concern have not been transported or disposed of from the Properties in violation of, or in a manner or to a location which could give rise to liability under, any Environmental Law, nor have any Materials of Environmental Concern been generated, treated, stored or disposed of at, on or under any of the Properties in violation of, or in a manner that could give rise to liability under, any applicable Environmental Law.

(e) No judicial proceeding or governmental or administrative action is pending or, to the knowledge of the Company, threatened, under any Environmental Law to which the Company or any Subsidiary is or will be named as a party with respect to the Properties or the Business, nor are there any consent decrees or other decrees, consent orders, administrative orders or other orders, or other administrative or judicial requirements outstanding under any Environmental Law with respect to the Properties or the Business.

(f) To the best knowledge of the Company, there has been no release or threat of release of Materials of Environmental Concern at or from the Properties, or arising from or related to the operations of the Company or any Subsidiary in connection with the Properties or otherwise in connection with the Business, in violation of or in amounts or in a manner that could give rise to liability under Environmental Laws.

3.11 Offer to Purchase. On and as of the Effective Date, all

necessary material governmental and third party approvals in connection with the purchase of Shares pursuant to the Offer to Purchase, and the transactions contemplated thereby and otherwise referred to therein have been or, prior to the time when required, will have been, obtained and remain in effect, and all applicable waiting periods have or, prior to the time when required, will have, expired without, in all such cases, any action being taken by any competent authority which materially restrains, prevents, imposes materially adverse conditions upon or unduly hinders, the consummation of the purchase of Shares pursuant to the Offer to Purchase. Additionally, except to the extent consented to by the Majority Lenders there does not exist any judgment, order, injunction or other restraint issued or filed with respect to the making of Loans or which would reasonably be expected to materially impair the right or ability of Acq. Sub. to purchase the Shares pursuant to the Offer to Purchase or to consummate the Merger. At the time of their dissemination to the public, the Offer to Purchase and all other Tender Offer Documents and Additional Tender Offer Documents (taken as a whole) prepared by or on behalf of the Company and/or its Subsidiaries, do not and will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which made, not misleading.

3.12 Merger. (a) On and after the Effective Date, (i) the Merger

Agreement shall have been duly authorized, executed and delivered by the Company and Acq. Sub. and shall constitute a legal, valid and binding obligation of the Company and Acq. Sub. enforceable against the Company and Acq. Sub. in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law), and (ii) such execution, delivery or performance by the Company or Acq. Sub. will not violate any Requirement of Law or any Contractual Obligation of the Company or Acq. Sub. or to the extent such violation would reasonably be expected to have a Material Adverse Effect, of AC or any of its Subsidiaries.

(b) On and as of the Merger Effective Date, (i) all material consents and approvals of, and filings and registrations with, and all other actions in respect of, all Governmental Authorities required in order to make or consummate the Merger, or otherwise required in connection with the Merger, will have been obtained, given, filed or taken and are or will be in full force and effect (or effective judicial relief with respect thereto will have been obtained) and (ii) the Merger shall have been consummated in accordance with the Merger Agreement and in compliance with all applicable laws.

3.13 Purpose of Loans. The proceeds of the Loans will be used by

the Borrowers (i) to finance the Acquisition, (ii) to repay outstandings, if any, under the Existing Facility and (iii) for their general corporate and working capital purposes, and the availability hereunder shall be used to back-up privately placed, short-term notes.

3.14 Restrictions on Subsidiaries. There are no restrictions on

the Company or any of its Subsidiaries which prohibit or otherwise restrict the transfer of cash or other assets (x) between the Company and any of its Subsidiaries or (y) between any Subsidiaries of the Company, other than (x) applicable restrictions of law imposed on Subsidiaries by the jurisdictions in which such Subsidiaries are incorporated or do business, (y) prior to the

date which is 45 days after the Merger Effective Date, those restrictions imposed by the debt agreements of AC and its Subsidiaries and (z) other restrictions which, in the aggregate, do not encumber a material amount of cash or other assets.

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SECTION 4. CONDITIONS PRECEDENT

4.1 Conditions to Effective Date. This Agreement shall become

effective upon the satisfaction of the following conditions precedent:

(a) Execution of Agreement. The Agent shall have received (i) one

or more counterparts of this Agreement, executed by a duly authorized officer of each party hereto and (ii) for the account of each Lender a Committed Rate Note and a Bid Loan Note, in each case conforming to the requirements of this Agreement and executed by a duly authorized officer of each Borrower.

(b) Officer's Certificate. The Agent shall have received, with a

counterpart for each Lender, a certificate of a duly authorized officer of each of the Company and the other Borrowers dated the Effective Date, substantially in the form of Exhibit I with appropriate insertions and attachments.

(c) Legal Opinion of Counsel. The Agent shall have received, with

a copy for each Lender, an opinion of Louis L. Hoynes, Jr., Senior Vice President and General Counsel of the Company (and covering all of the Borrowers), dated the Effective Date and addressed to the Agent and the Lenders, substantially in the form of Exhibit J. Such opinion shall also cover such other matters incident to the transactions contemplated by this Agreement as the Agent shall reasonably require.

(d) Fees. The Agent shall have received all fees, if any, owing

pursuant to subsection 2.4.

(e) Termination of Existing Facility. The Agent shall have

received evidence satisfactory to it that all commitments under the Existing Facility have been terminated and all amounts owing thereunder, if any, have been paid in full.

(f) Tender Offer Documents. On or prior to the Effective Date,

there shall have been delivered to the Lenders true and correct copies of the Tender Offer Documents and the Additional Tender Offer Documents (which Additional Tender Offer Documents, other than any Additional Tender Offer Document consisting solely of an amendment extending the expiration date of the Tender Offer, shall either be (i) not materially adverse to the interest of the Lenders (in the reasonable opinion of

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the Agent) or (ii) reasonably satisfactory to the Agent and the Majority Lenders). Each of the conditions to purchase contained in the Offer to Purchase shall have been satisfied or, with the consent of the Agent (not to be unreasonably withheld), waived.

(g) Tender of Shares of AC; Control. On the Effective Date, (i)

the Tender Offer Closing Date shall have occurred, (ii) there shall have been validly tendered to Acq. Sub and not withdrawn the number of Shares that satisfies the "Minimum Condition" as defined in the Offer to Purchase and the price per Share paid pursuant to the Offer to Purchase shall not exceed the Maximum Price Per Share and (iii) such number of Shares shall have been validly tendered to Acq. Sub, free and clear of all Liens and restrictions to purchase imposed by applicable law or otherwise and such Shares shall not have been validly withdrawn and shall be available for purchase in accordance with the terms and conditions set forth in the Offer to Purchase. After giving effect to the consummation of the Tender Offer, Acq. Sub shall own and control that number of Shares of AC as shall be necessary to permit the Company and its wholly-owned Subsidiaries to approve the Merger without the affirmative vote or approval of any other shareholders, and there shall be no

applicable statute or other restriction which would prohibit, materially restrict or materially delay the consummation of the Merger or which would be reasonably likely to make the consummation of the Merger economically unfeasible.

(h) Subsection 4.2 Conditions. The conditions specified in

subsections 4.2(a) and (b) shall be satisfied on the Effective Date as if Loans were to be made on such date.

(i) Additional Matters. All other documents and legal matters in

connection with the transactions contemplated by this Agreement shall be reasonably satisfactory in form and substance to the Agent and its counsel.

4.2 Conditions to All Loans. The obligation of each Lender to

make any Loan to be made by it hereunder (including the initial Loan to be made by it hereunder) is subject to the satisfaction of the following conditions precedent on the date of making such Loan:

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(a) Representations and Warranties. The representations and

warranties made by the Company or any other Borrower, as the case may be, herein or which are contained in any certificate furnished at any time under or in connection herewith shall be true and correct in all material respects on and as of the date of such Loan as if made on and as of such date.

(b) No Default or Event of Default. No Default or Event of

Default shall have occurred and be continuing on such date or after giving effect to the Loan to be made on such date unless such Default or Event of Default shall have been waived in accordance with this

Agreement.

(c) Additional Conditions to Bid Loans. If such Loan is made

pursuant to subsection 2.2 all conditions set forth in such subsection shall have been satisfied.

(d) Additional Conditions to Committed Rate Loans. If such Loan

is made pursuant to subsection 2.1, all conditions set forth in such subsection shall have been satisfied.

Each acceptance by any Borrower of a Loan shall be deemed to constitute a representation and warranty by the Company as of the date of such Loan that the applicable conditions in paragraphs (a), (b), (c) and/or (d) of this subsection have been satisfied.

SECTION 5. COVENANTS

The Company hereby covenants and agrees that on the Effective Date, and thereafter for so long as this Agreement is in effect and until the Commitments have terminated, no Note remains outstanding and unpaid and the Loans, together with interest, Facility Fees and all other amounts owing to the Agent or any Lender hereunder, are paid in full, the Company shall and, in the case of subsections 5.3, 5.4, 5.5 and 5.6, shall cause each of its Significant Subsidiaries and the Subsidiary Borrowers to, and in the case of subsections 5.7, 5.8 and 5.11 shall cause each of its Subsidiaries to:

5.1 Financial Statements. Furnish to the Agent (with a sufficient

number of copies for each Lender, which the Agent shall promptly furnish to each Lender):

(a) as soon as available, but in any event within 120 days after the end of each fiscal year of the Company, a copy of the consolidated balance sheet of the Company and its consolidated Subsidiaries as at the end of such year and the related consolidated statements of income and

retained earnings and of cash flows of the Company and its consolidated Subsidiaries for such year, setting forth in each case in comparative form the figures for the previous year, reported on without a "going concern" or like qualification or exception, or qualification indicating that the scope of the audit was inadequate to permit such independent certified public accountants to certify such financial statements without such qualification, by Arthur Andersen & Co. or another firm of independent certified public accountants of nationally recognized standing; and

(b) as soon as available, but in any event not later than 60 days after the end of each of the first three quarterly periods of each fiscal year of the Company, a copy of the Company's Report on Form 10-Q for such quarter, as filed with the Securities Exchange Commission;

all such financial statements to be complete and correct in all material respects and to be prepared in reasonable detail and in accordance with GAAP applied consistently throughout the periods reflected therein (except as approved by such accountants or a Responsible Officer, as the case may be, and disclosed therein).

5.2 Certificates; Other Information. Furnish to the Agent (with a ----- sufficient number of copies for each Lender, which the Agent shall promptly furnish to each Lender):

(a) concurrently with the delivery of the financial statements referred to in subsection 5.1(a) above, a certificate of the independent certified public accountants reporting on such financial statements stating that in making the examination necessary therefor no knowledge was obtained of any Default or Event of Default, except as specified in such certificate;

(b) concurrently with the delivery of the financial statements referred to in subsection 5.1(a) above and the Report on Form 10-Q for the Company's fiscal quarters referred to in subsection 5.1(b) above,

a certificate of a Responsible Officer of the Company stating that, to the best of such Responsible Officer's knowledge, the Company during such period observed or performed all of its covenants and other agreements, and satisfied every material condition, contained in this Agreement to be observed, performed or satisfied by it, and that such Responsible Officer has obtained no knowledge of any Default or Event of Default except as specified in such certificate and such certificate shall include the calculation required to indicate compliance with subsection 5.10;

(c) within thirty days after the same are sent, copies of all reports (other than those otherwise provided pursuant to subsection 5.1 and those which are of a promotional nature) and other financial information which the Company sends to its stockholders, and within thirty days after the same are filed, copies of all financial statements and non-confidential reports which the Company may make to, or file with, the Securities and Exchange Commission or any successor or analogous Governmental Authority; and

(d) promptly, such additional financial and other information as the Agent, on behalf of any Lender, may from time to time reasonably request.

5.3 Payment of Obligations. Pay, discharge or otherwise satisfy

at or before maturity or before they become delinquent, as the case may be, all its material obligations of whatever nature and any additional costs that are imposed as a result of any failure to so pay, discharge or otherwise satisfy such obligations, except when the amount or validity of such obligations and costs is currently being contested in good faith by appropriate proceedings and reserves in conformity with GAAP with respect thereto have been provided on the books of the Company or its Subsidiaries, as the case may be.

5.4 Conduct of Business and Maintenance of Existence. Preserve,

renew and keep in full force and effect its corporate existence and take all reasonable action to maintain all rights, privileges and franchises necessary or desirable in the normal conduct of its businesses; comply with all Contractual Obligations and Requirements of Law applicable to it except to the extent that failure to comply therewith would not, in the aggregate, have a Material Adverse Effect; not enter into any business which is material to the Company and its Subsidiaries taken as a whole, other

than businesses in which the Company and its Subsidiaries are engaged on the date hereof and businesses directly related to such existing businesses.

5.5 Maintenance of Property; Insurance. Keep all material

property useful and necessary in its business in good working order and condition; maintain with financially sound and reputable insurance companies insurance on all its property in at least such amounts and against at least such risks as are usually insured against in the same general area by companies engaged in the same or a similar business; and furnish to the Agent, upon written request, full information as to the insurance carried; provided, however, that the Company and its Subsidiaries may maintain self insurance plans to the extent companies of similar size and in similar businesses do so.

5.6 Inspection of Property; Books and Records; Discussions. Keep

proper books of records and account in which full, true and correct entries in conformity with GAAP and all Requirements of Law shall be made of all dealings and transactions in relation to its businesses and activities; and permit, during regular business hours and upon reasonable notice by the Agent, the Agent to visit and inspect any of its properties and examine and make abstracts from any of its books and records (other than materials protected by the attorney-client privilege and materials which the Company may not disclose without violation of a confidentiality obligation binding upon it) at any reasonable time and as often as may reasonably be desired, and to discuss the business, operations, properties and financial and other condition of the Company and its Significant Subsidiaries with officers and employees of the Company and its Significant Subsidiaries and with its independent certified public accountants.

5.7 Notices. Give notice to the Agent (which shall promptly

transmit such notice to each Lender) of:

(a) within five Business Days after the Company knows or has reason to know thereof, the occurrence of any material Default or Event of Default;

(b) promptly, any default or event of default under any Contractual Obligation of the Company or any of its Significant Subsidiaries or any Subsidiary Borrower which would reasonably be expected to have a Material Adverse Effect;

(c) promptly, any litigation, or any investigation or proceeding known to the Company, affecting the Company or any of its Significant Subsidiaries or any Subsidiary Borrower which would reasonably be expected to have a Material Adverse Effect;

(d) as soon as possible and in any event within 30 days after the Company knows or has reason to know thereof: (i) the occurrence or expected occurrence of any Reportable Event with respect to any Plan, a failure to make any required contribution to a Plan, the creation of any Lien in favor of the PBGC or a Plan or any withdrawal from, or the termination, Reorganization or Insolvency of, any Multiemployer Plan or (ii) the institution of proceedings or the taking of any other action by the PBGC or the Company or any Commonly Controlled Entity or any Multiemployer Plan with respect to the withdrawal from, or the terminating, Reorganization or Insolvency of, any Plan; and

(e) promptly, any other development or event which would reasonably be expected to have a Material Adverse Effect.

Each notice pursuant to this subsection shall be accompanied by a statement of a Responsible Officer of the Company setting forth details of the occurrence referred to therein and stating what action the Company proposes to take with respect thereto.

5.8 Environmental Laws.

(a) Comply with, and ensure compliance by all tenants and subtenants, if any, with, all applicable Environmental Laws and obtain and comply in all material respects with and maintain, and ensure that all tenants and subtenants obtain and comply in all material respects with and maintain, any and all licenses, approvals, notifications, registrations or permits required by applicable Environmental Laws except to the extent that failure to do so would not reasonably be expected to have a Material Adverse Effect;

(b) Conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions required under Environmental Laws and promptly comply in all material respects with all lawful orders and directives of all Governmental Authorities regarding Environmental Laws except to the extent that

the same are being contested in good faith by appropriate proceedings and the pendency of such proceedings would not reasonably be expected to have a Material Adverse Effect; and

(c) Defend, indemnify and hold harmless the Agent and the Lenders, and their respective employees, agents, officers and directors, from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature known or unknown, contingent or otherwise, arising out of, or in any way relating to the violation of, noncompliance with or liability under, any Environmental Law applicable to the operations of the Company, any of its Significant Subsidiaries or the Properties, or any orders, requirements or demands of Governmental Authorities related thereto, including, without limitation, attorney's and consultant's fees, investigation and laboratory fees, response costs, court costs and litigation expenses, except to the extent that any of the foregoing arise out of the gross negligence or willful misconduct of the party seeking indemnification therefor. The agreements in this paragraph shall survive repayment of the Notes and all other amounts payable hereunder.

5.9 Merger; Control. (i) Cause the Merger to be consummated as

promptly as practical and in no event later than the date which is 180 days after the Effective Date, (ii) subject to compliance with Rule 14f-1 promulgated under the Securities Exchange Act of 1934, take all actions available to it to cause designees of the Company to constitute a majority of the Board of Directors of AC as promptly as reasonably practical after the Merger Agreement Date, (iii) comply in all material respects with all of its covenants and agreements contained in the Merger Agreement, (iv) exercise all commercially reasonable efforts to cause AC to comply with all of AC's material covenants and conditions contained in the Merger Agreement and (v) not waive or agree to amend any material covenant binding upon AC and its Subsidiaries that is set forth in the Merger Agreement if such waiver or amendment would result in a breach of any of the covenants contained in this Agreement (assuming AC and its Subsidiaries were Subsidiaries of the Company for purposes of this Agreement).

5.10 Consolidated Adjusted Indebtedness to

Adjusted Capitalization. Not permit the ratio of (i) Consolidated Adjusted

Indebtedness to (ii) Adjusted Capitalization at any time during any period
set forth below to exceed the ratio set forth opposite such period below:

Period -----	Ratio -----
Effective Date through but excluding December 31, 1996	.76:1.0
December 31, 1996 through but excluding December 31, 1997	.725:1.0
December 31, 1997 through but excluding December 31, 1998	.70:1.0
December 31, 1998 and thereafter	.65:1.0

5.11 Liens, Etc. Not create or suffer to exist any Lien upon or

with respect to any of its properties, whether now owned or hereafter
acquired, or assign, or assign any right to receive income, in each case to
secure or provide for the payment of any Indebtedness of any Person, other
than (i) purchase money Liens or purchase money security interests upon or in
any property acquired or held by it or any Subsidiary in the ordinary course
of business to secure the purchase price of such property or to secure
indebtedness incurred solely for the purpose of financing the acquisition of
such property, (ii) Liens or security interests existing on such property at
the time of its acquisition (other than any such Lien or security interest
created in contemplation of such acquisition), (iii) Liens or security
interests existing on the Effective Date hereof, (iv) Liens or security
interests on property financed through the issuance of industrial revenue
bonds in favor of the holders of such bonds or any agent or trustee therefor,
(v) Liens or security interests securing Indebtedness in an aggregate amount
not in excess of 15% of the Company's Consolidated Tangible Assets, (vi)
Liens or security interests upon or with respect to "margin stock" as that
term is defined in Regulation U issued by the Board of Governors of the
Federal Reserve System or (vii) Permitted Liens.

SECTION 6. EVENTS OF DEFAULT

Upon the occurrence of any of the following events:

(a) Any Borrower shall fail to pay any principal on any Note when due in accordance with the terms thereof or hereof on the maturity date thereof; or any Borrower shall fail to pay any interest on any Note or any fee or other amount payable hereunder when due in accordance with the terms thereof or hereof and such failure shall continue unremedied for five Business Days; or

(b) Any representation or warranty made or deemed made by the Company or any other Borrower herein or which is contained in any certificate, document or financial or other statement furnished at any time under or in connection with this Agreement shall prove to have been incorrect, false or misleading in any material respect on or as of the date made or deemed made; or

(c) The Company shall (i) default in the due performance or observance of subsection 5.9(i) or 5.10 (provided that no Default or Event of Default shall arise or exist under this subsection 6(c)(i) in respect of a breach of subsection 5.10 if prior to the time the Company is required to give notice to the Lenders under subsection 5.7(a) of such breach, such breach has been cured (determined on a pro forma basis)), or (ii) default in any material respect in the observance or performance of any other term, covenant or agreement contained in this Agreement (other than as described in subsections 6.1(a) or 6.1(c)(i) above), and such default shall continue unremedied for a period of 30 days or more; or

(d) The Company, any of its Significant Subsidiaries or any Subsidiary Borrower shall (i) default in any payment of principal of or interest on any Indebtedness (other than the Notes) in a principal amount outstanding of at least \$100,000,000 in the aggregate for the Company, its Significant Subsidiaries and any Subsidiary Borrower or in the payment of any matured Guarantee Obligation in a principal amount outstanding of at least \$100,000,000 in the aggregate for the Company, its Significant Subsidiaries and any Subsidiary Borrower beyond the period of grace (not to exceed 30 days), if any, provided in the instrument or agreement under which such Indebtedness or Guarantee

Obligation was created; or (ii) default in the observance or performance of any other agreement or condition relating to any such Indebtedness in a principal amount outstanding of at least \$100,000,000 in the aggregate for the Company, its Significant Subsidiaries and any Subsidiary Borrower or Guarantee Obligation in a principal amount outstanding of at least \$100,000,000 in the aggregate for the Company, its Significant Subsidiaries and any Subsidiary Borrower or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or holders of such Indebtedness or beneficiary or beneficiaries of such Guarantee Obligation (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to become due prior to its stated maturity or such Guarantee Obligation to become payable, provided, that, (x) no

default under Indebtedness of AC and/or any of its Subsidiaries resulting from the Acquisition, so long as no holder of such Indebtedness has accelerated, or taken any action to collect, such Indebtedness, shall constitute, or be included in determining, an Event of Default pursuant to this subsection (d) for a period of 45 days following the Merger Effective Date and (y) no acceleration, mandatory "put" or prepayment or other prepayment prior to final maturity under Indebtedness of AC and/or any of its Subsidiaries resulting from the Acquisition shall constitute, or be included in determining, an Event of Default pursuant to this Subsection (d) for a period of 45 days following the Effective Date; or

(e) (i) The Company, any of its Significant Subsidiaries or any Subsidiary Borrower shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or the Company,

any such Significant Subsidiary or any Subsidiary Borrower shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against the Company, any such Significant Subsidiary or any Subsidiary Borrower any case, proceeding or other action of a nature referred to in clause (i) above which (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed, undischarged or unbonded for a period of 60 days; or (iii) there shall be commenced against the Company, any such Significant Subsidiary or any Subsidiary Borrower any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets which results in the entry of an order for any such relief which shall not have been vacated, discharged, or stayed or bonded pending appeal within 60 days from the entry thereof; or (iv) the Company, any such Significant Subsidiary or any Subsidiary Borrower shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii), or (iii) above; or (v) the Company, any such Significant Subsidiary or any Subsidiary Borrower shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due; or

(f) One or more judgments or decrees shall be entered against the Company, any of its Significant Subsidiaries or any Subsidiary Borrower involving in the aggregate a liability (not paid when due or covered by insurance) of \$100,000,000 or more and all such judgments or decrees shall not have been vacated, discharged, stayed or bonded pending appeal within 30 days from the entry thereof; or

(g) (i) Any Person shall engage in any "prohibited transaction" (as defined in Section 406 of ERISA or Section 4975 of the Code) involving any Plan, (ii) any "accumulated funding deficiency" (as defined in Section 302 of ERISA), whether or not waived, shall exist with respect to any Plan or any Lien in favor of the PBGC or a Plan shall arise on the assets of the Company or any Commonly Controlled

Entity, (iii) a Reportable Event shall occur with respect to, or proceedings shall commence to have a trustee appointed, or a trustee shall be appointed, to administer or to terminate, any Single Employer Plan, which Reportable Event or commencement of

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proceedings or appointment of a trustee is, in the reasonable opinion of the Majority Lenders, likely to result in the termination of such Plan for purposes of Title IV of ERISA, (iv) any Single Employer Plan shall terminate for purposes of Title IV of ERISA, (v) the Company, any of its Significant Subsidiaries or any Commonly Controlled Entity shall, or in the reasonable opinion of the Majority Lenders is likely to, incur any liability in connection with a withdrawal from, or the Insolvency or Reorganization of, any Multiemployer Plan or (vi) any other similar event or condition shall occur or exist with respect to a Plan; and in each case in clauses (i) through (vi) above, such event or condition, together with all other such events or conditions, if any, could have a Material Adverse Effect; or

(h) Either (i) a "person" or a "group" (within the meaning of Sections 13(d) and 14(d)(2) of the Securities Exchange Act of 1934) becomes the "beneficial owner" (as defined in Rule 13d-3 under the Securities Exchange Act of 1934) of more than 50% (25% after the Effective Date) of the then outstanding voting stock of the Company or (ii) a majority of the Board of Directors of the Company shall consist of individuals who are not Continuing Directors; "Continuing Director" means, as of any date of determination, (i) an individual who on the date two years prior to such determination date was a member of the Company's Board of Directors and (ii) any new Director whose nomination for election by the Company's shareholders was approved by a vote of at least 75% of the Directors then still in office who either were Directors on the date two years prior to such determination date or whose nomination for election was previously so approved; or

(i) The Guaranty or any provision thereof shall cease to be in full force and effect or the Company or any Person acting by or on

behalf of the Company shall deny or disaffirm the Company's obligations under the Guaranty;

then, and in any such event, (A) if such event is an Event of Default specified in clause (i) or (ii) of paragraph (e) above in respect of the Company, automatically the Commitments shall immediately terminate and the Loans (with accrued interest thereon), and all other amounts owing under the Credit Documents shall immediately become due and payable, and (B) if such event is any other Event of Default, either or both of the following actions may be taken: (i)

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with the consent of the Majority Lenders, the Agent may, or upon the request of the Majority Lenders, the Agent shall, by notice to the Company declare the Commitments to be terminated forthwith, whereupon the Commitments shall immediately terminate; and (ii) with the consent of the Majority Lenders, the Agent may, or upon the request of the Majority Lenders, the Agent shall, by notice of default to the Company, declare the Loans (with accrued interest thereon) and all other amounts owing under this Agreement and the Notes to be due and payable forthwith, whereupon the same shall immediately become due and payable. Except as expressly provided above in this Section 6, presentment, demand, protest and all other notices of any kind are hereby expressly waived.

SECTION 7. THE AGENT

7.1 Appointment. Each Lender hereby irrevocably designates and

appoints Chemical Bank as the Agent of such Lender under this Agreement, and each such Lender irrevocably authorizes Chemical Bank, as the Agent for such Lender, to take such action on its behalf under the provisions of this Agreement and to exercise such powers and perform such duties as are expressly delegated to the Agent by the terms of this Agreement, together with such other powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Agreement, the Agent shall not have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Lender, and no implied

covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or otherwise exist against the Agent.

7.2 Delegation of Duties. The Agent may execute any of its duties

under this Agreement by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. The Agent shall not be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it with reasonable care. Without limiting the foregoing, the Agent may appoint CBAS as its agent to perform the functions of the Agent hereunder relating to the advancing of funds to the Borrowers and distribution of funds to the Lenders and to perform such other related functions of the Agent hereunder as are reasonably incidental to such functions.

7.3 Exculpatory Provisions. Neither the Agent nor any of its

officers, directors, employees, agents, attorneys-

in-fact or Affiliates (including, without limitation, CBAS) shall be (i) liable for any action lawfully taken or omitted to be taken by it or such Person under or in connection with this Agreement (except for its or such Person's own gross negligence or willful misconduct) or (ii) responsible in any manner to any of the Lenders for any recitals, statements, representations or warranties made by the Company or any other Borrower or any officer thereof contained in this Agreement or in any certificate, report, statement or other document referred to or provided for in, or received by the Agent under or in connection with, this Agreement or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of any of the Credit Documents or for any failure of the Company or any other Borrower to perform its obligations hereunder or thereunder. Neither the Agent nor CBAS shall be under any obligation to any Lender to ascertain or to inquire as to the observance or performance by the Company or any other Borrower of any of the agreements contained in, or conditions of, this Agreement (other than the receipt by the Agent of the documents specified in subsection 4.1), or to inspect the properties, books or records of the Company or any other Borrower.

7.4 Reliance by Agent. Each of the Agent and CBAS shall be

entitled to rely, and shall be fully protected in relying, upon any Note, writing, resolution, notice, consent, certificate, affidavit, letter, cablegram, telegram, telecopy, telex or teletype message, statement, order or other document or conversation reasonably believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including, without limitation, counsel to the Company), independent accountants and other experts selected by the Agent. The Agent may deem and treat the payee of any Note as the owner thereof for all purposes unless (a) a written notice of assignment, negotiation or transfer thereof shall have been filed with the Agent and (b) the Agent shall have received the written agreement of such assignee to be bound hereby as fully and to the same extent as if such assignee were an original Lender party hereto, in each case in form satisfactory to the Agent. The Agent shall be fully justified in failing or refusing to take any action under this Agreement unless it shall first receive such advice or concurrence of the Majority Lenders as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. The Agent shall in all cases be fully protected in acting, or in refraining from acting,

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under any of the Credit Documents in accordance with a request of the Majority Lenders, and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Notes.

7.5 Notice of Default. The Agent shall not be deemed to have

knowledge or notice of the occurrence of any Default or Event of Default hereunder unless the Agent has received notice from a Lender, the Company or any Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default". In the event that the Agent receives such a notice, the Agent shall give notice thereof to the Lenders. The Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Majority Lenders;

provided, however, that unless and until the Agent shall have received such

directions, the Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of the Lenders.

7.6 Non-Reliance on Agent, Other Lenders and CBAS. Each Lender

expressly acknowledges that neither the Agent nor any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates has made any representation or warranty to it and that no act by the Agent hereinafter taken, including any review of the affairs of the Company and/or any other Borrower, shall be deemed to constitute any representation or warranty by the Agent to any Lender. Each Lender represents to the Agent and CBAS that it has, independently and without reliance upon the Agent or any other Lender or CBAS, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of the Company and the other Borrowers and made its own decision to make its Loans hereunder and enter into this Agreement. Each Lender also represents that it will, independently and without reliance upon the Agent, CBAS or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Company and the other Borrowers. Except for notices, reports and other documents

expressly required to be furnished to the Lenders by the Agent hereunder, the Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, property, condition (financial or otherwise), prospects or creditworthiness of the Company and the other Borrowers which may come into the possession of the Agent or any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates.

7.7 Indemnification. The Lenders agree to indemnify each of the

Agent and CBAS in their respective capacities hereunder (to the extent not reimbursed by the Borrowers and without limiting the obligation of the Borrowers to do so), ratably according to their respective Commitment Percentages in effect on the date on which indemnification is sought under this subsection, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever which may at any time (including, without limitation, at any time following the payment of the Notes) be imposed on, incurred by or asserted against the Agent or CBAS in any way relating to or arising out of any Credit Document or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by the Agent or CBAS under or in connection with any of the foregoing; provided, however,

that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting solely from the Agent's or CBAS's gross negligence or willful misconduct. The agreements in this subsection shall survive the termination of this Agreement and payment of the Notes and all other amounts payable hereunder.

7.8 Agent in Its Individual Capacity. The Agent and its

Affiliates may make loans to, accept deposits from and generally engage in any kind of business with the Company and the other Borrowers as though the Agent were not the Agent hereunder. With respect to its Loans made or renewed by it and any Note issued to it, the Agent shall have the same rights and powers under this Agreement as any Lender and may exercise the same as though it were not the Agent, and the terms "Lender" and "Lenders" shall include the Agent in its individual capacity.

7.9 Successor Agent. The Agent may resign as Agent upon 15 days'

notice to the Company and the Lenders.

If the Agent shall resign as Agent under this Agreement and the Notes, then the Majority Lenders shall appoint from among the Lenders a successor agent for the Lenders, which successor agent shall be approved by the Company, whereupon such successor agent shall succeed to the rights, powers and duties of the Agent, and the term "Agent" shall mean such successor agent effective upon such appointment and approval, and the former Agent's rights, powers and duties as Agent shall be terminated, without any other or further act or deed on the part of such former Agent or any of the parties to this Agreement or any holders of the Notes. After any retiring Agent's resignation as Agent, the provisions of this subsection shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Agent under this Agreement.

SECTION 8. MISCELLANEOUS

8.1 Amendments and Waivers. Neither this Agreement, nor any of

the Notes, nor any terms hereof or thereof may be amended, supplemented or modified except in accordance with the provisions of this subsection. The Majority Lenders may, or, with the written consent of the Majority Lenders, the Agent may, from time to time, (a) enter into with the Company and the other Borrowers written amendments, supplements or modifications hereto and to the other Credit Documents for the purpose of adding any provisions to this Agreement or the other Credit Documents or changing in any manner the rights of the Lenders or of the Company and the other Borrowers hereunder or thereunder or (b) waive, on such terms and conditions as the Majority Lenders or the Agent, as the case may be, may specify in such instrument, any of the requirements of this Agreement or the other Credit Documents or any Default or Event of Default and its consequences; provided, however, that no such

waiver and no such amendment, supplement or modification shall (i) reduce the amount or extend the scheduled date of maturity of any Loan or Note, or reduce the stated rate of any interest or fee payable hereunder (other than interest at the increased post-default rate) or extend the scheduled date of any payment thereof or increase the amount or extend the expiration date of any Lender's Commitment, in each case without the consent of each Lender directly affected thereby, or (ii) amend, modify or waive any provision of this subsection or reduce the percentage specified in the definition of Majority Lenders, or consent to the assignment or transfer by the Company or except as expressly provided in subsection 8.6(a), the Subsidiary Borrowers of any of their

rights and obligations under this Agreement, or release the Guaranty of the Company supporting the Loans hereunder, in each case without the written consent of all the Lenders, or (iii) amend, modify or waive any provision of Section 7 without the written consent of the then Agent. Notwithstanding the foregoing, Lenders directly affected thereby may or, with the written consent of Lenders directly affected thereby, the Agent may amend or waive subsection 2.19 of this Agreement or any of the definitions used therein, or the definition of Majority A Lenders. Any such waiver and any such amendment, supplement or modification shall apply equally to each of the Lenders and shall be binding upon the Company, the Subsidiary Borrowers, the Lenders, the Agent and all future holders of the Notes. In the case of any waiver, the Company, the Subsidiary Borrowers, the Lenders and the Agent shall be restored to their former position and rights hereunder and under the outstanding Loans and Notes, and any Default or Event of Default waived shall be deemed to be cured and not continuing; but no such waiver shall extend to any subsequent or other Default or Event of Default, or impair any right consequent thereon.

8.2 Notices. Except as otherwise provided in Section 2, all

notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing (including by telecopy), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when received by the respective party to whom sent, addressed as follows in the case of the Company, the other Borrowers, the Agent and CBAS, and as set forth on Schedule II hereof in the case of the Lenders, or to such other address as may be hereafter notified by the respective parties hereto and any future holders of the Notes:

The Subsidiary Borrowers: c/o American Home Products
Corporation
Five Giralda Farms
Madison, New Jersey 07940
Attention: Thomas M. Nee
Telecopier: (201) 660-6551
Telephone: (201) 660-6782

with a copy to:

Senior Vice President and
General Counsel
Telecopier: (201) 660-7156
Telephone: (201) 660-6040

The Company: American Home Products
Corporation
Five Giralda Farms
Madison, New Jersey 07940
Attention: Treasurer
Telecopier: (201) 660-6671
Telephone: (201) 660-6816

with a copy to:

Senior Vice President and
General Counsel
Telecopier: (201) 660-7156
Telephone: (201) 660-6040

The Agent: Chemical Bank
270 Park Avenue
New York, New York 10017
Attention: David D. Cutting
Telecopier: (212) 270-9856
Telephone: (212) 270-8279

CBAS: Chemical Bank Agency
Services
140 East 45th Street
New York, New York 10017-
3162
Attention: Hilma Gabbidon
Telecopier: (212) 622-0002
Telephone: (212) 622-0693

8.3 No Waiver; Cumulative Remedies. No failure to exercise and no

delay in exercising, on the part of the Agent or any Lender, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

8.4 Survival of Representations and Warranties. All

representations and warranties made hereunder and in any document, certificate or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement and the Notes and the making of the Loans, provided that all such representations and

warranties shall terminate on the date upon which the Commitments have been terminated and all amounts owing hereunder and under any Notes have been paid in full.

8.5 Payment of Expenses and Taxes. The Borrowers agree (a) to pay

or reimburse the Agent for all its reasonable out-of-pocket costs and expenses incurred in connection with the development, preparation, printing and execution of, and any amendment, supplement or modification to, the Credit Documents and any other documents prepared in connection herewith or therewith, and the consummation and administration of the transactions contemplated hereby and thereby, together with the reasonable fees and disbursements of counsel to the Agent, (b) to pay or reimburse each Lender and the Agent for all its costs and expenses incurred in connection with the enforcement or preservation of any rights under this Agreement, the Notes and any such other documents, including, without limitation, the fees and disbursements of a single counsel to the Agent and to the several Lenders (or, to the extent that such counsel determines that the interests of the Agent and the Lenders materially differ, or that such representation would reasonably be expected to be unadvisable from any party's point of view, a single counsel to the Agent and a single counsel to the several Lenders), and (c) on demand, to pay, indemnify, and hold each Lender and the Agent harmless from, any and all recording and filing fees and any and all liabilities with respect to, or resulting from any delay in paying, stamp, excise and other similar taxes, if any, which may be payable or determined to be payable in connection with the execution and delivery of, or consummation or administration of any of the transactions contemplated by, or any amendment, supplement or modification of, or any waiver or consent under or in respect of, the Credit Documents and any such other documents, and (d) to pay, indemnify, and hold each Lender and the Agent harmless from and against, any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of the Credit Documents and any such other documents and the use, or proposed use, of proceeds of the Loans (all the foregoing, collectively, the "indemnified liabilities"); provided, however, that the

Borrowers shall have no obligation hereunder to the Agent or any Lender with respect to indemnified liabilities arising from (i) the gross negligence or willful misconduct of the Agent or any such Lender, (ii) legal proceedings commenced against the Agent or any such Lender by any security holder or creditor thereof arising out of and based upon rights

afforded such security holder or creditor solely in its capacity as such or (iii) legal proceedings commenced against any Lender by any other Lender or the Agent. The agreements in this subsection shall survive repayment of the Loans, Notes and all other amounts payable hereunder.

8.6 Successors and Assigns; Participations; Purchasing Lenders.

(a) This Agreement shall be binding upon and inure to the benefit of the Company, the Subsidiary Borrowers, the Lenders, the Agent, all future holders of the Notes and their respective successors and assigns, except that (i) neither the Company nor, except as provided in clause (ii) below, any Subsidiary Borrower, may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of each Lender and (ii) any Subsidiary Borrower may assign or transfer all of its rights or obligations under this Agreement to one or more wholly-owned Subsidiaries of the Company pursuant to documentation (including, without limitation, a reaffirmation by the Company of its Guaranty pursuant to Section 9) and accompanying opinions of counsel which shall be in form and substance satisfactory to the Agent and the Majority Lenders, so long as such Subsidiary Borrower transfers its rights and obligations under the B Credit Agreement to the same Person and on the same basis. Additionally, the Company may, upon three days' prior written notice to the Agent, terminate the rights of any Subsidiary Borrower as a Borrower hereunder so long as on the effective date of such termination, such Subsidiary Borrower shall have no unpaid obligations to the Agent or any Lender hereunder or under any other Credit Document (provided that the indemnity obligations of such terminated Subsidiary Borrower shall survive such termination as set forth herein with respect to events occurring prior to such effective date).

(b) Any Lender may, in the ordinary course of its commercial banking business and in accordance with applicable law, at any time sell to one or more banks or other entities ("Participants") participating interests

in any Loan owing to such Lender, any Note held by such Lender, any Commitment of such Lender, or any other interest of such Lender hereunder. In the event of any such sale by a Lender of participating interests to a Participant, such Lender's obligations under this Agreement to the other parties to this Agreement shall remain unchanged, such Lender shall remain solely responsible for the performance thereof, such Lender shall remain the holder of any such Note for all purposes under this Agreement, and the Borrowers and the Agent shall continue to deal solely and directly with such Lender in connection with

such Lender's rights and obligations under this Agreement. No Lender shall transfer or grant any participation under which the Participant shall have rights to approve any amendment to or waiver of this Agreement or any other Credit Document except to the extent such amendment or waiver would (i) extend the scheduled maturity of any Loan or Note in which such Participant is participating, or reduce the stated rate or extend the time of payment of interest or Facility Fees thereon (except in connection with a waiver of interest at the increased post-default rate) or reduce the principal amount thereof, or increase the amount of the Participant's participation over the amount thereof then in effect (it being understood that a waiver of any Default or Event of Default shall not constitute a change in the terms of such participation, and that an increase in any Commitment or Loan shall be permitted without consent of any participant if the Participant's participation is not increased as a result thereof) or (ii) consent to the assignment or transfer by the Company or, except as provided in subsection 8.6(a) above, any Subsidiary Borrower, of any of its rights and obligations under this Agreement. In the case of any such participation, the Participant shall not have any rights under this Agreement or any of the other Credit Documents (the Participant's rights against such Lender in respect of such participation to be those set forth in the agreement executed by such Lender in favor of the Participant relating thereto) and all amounts payable by the Borrower hereunder shall be determined as if such Lender had not sold such participation, provided that each Participant shall be entitled to the

benefits of subsections 2.15, 2.16, 2.17 and 8.5 with respect to its participation in the Commitments and the Loans outstanding from time to time; provided, that no Participant shall be entitled to receive any greater amount

pursuant to such subsections than the transferor Lender would have been entitled to receive in respect of the amount of the participation transferred by such transferor Lender to such Participant had no such transfer occurred.

(c) Any Lender may, in the ordinary course of its commercial banking business and in accordance with applicable law, at any time sell to any Lender or any affiliate thereof and, with the consent of the Company and the Agent (in each case, which consent shall not be unreasonably withheld), to one or more additional banks or financial institutions ("Purchasing

Lenders"), all or any part of its rights and obligations under this Agreement

and the Committed Rate Notes in minimum amounts (when added to the amount of the assignment of such Lender's obligations under the B Credit Agreement) of \$25,000,000 (or, if less, the entire amount of

such Lender's obligations) so long as after giving effect thereto, the remaining Commitment of such selling Lender (when added to the amount of the assignment of such Lender's obligations under the B Credit Agreement), unless such selling Lender has not retained any Commitment hereunder or under the B Credit Agreement, shall not be less than \$25,000,000, pursuant to a Commitment Transfer Supplement, executed by such Purchasing Lender, such transferor Lender (and, in the case of a Purchasing Lender that is not then a Lender or an affiliate thereof, by the Company and the Agent), and delivered to the Agent for its acceptance and recording in the Register. Upon such execution, delivery, acceptance and recording, from and after the Transfer Effective Date specified in such Commitment Transfer Supplement, (x) the Purchasing Lender thereunder shall be a party hereto and, to the extent provided in such Commitment Transfer Supplement, have the rights and obligations of a Lender hereunder with a Commitment as set forth therein, and (y) the transferor Lender thereunder shall, to the extent provided in such Commitment Transfer Supplement, be released from its obligations under this Agreement (and, in the case of a Commitment Transfer Supplement covering all or the remaining portion of a transferor Lender's rights and obligations under this Agreement, such transferor Lender shall cease to be a party hereto). Such Commitment Transfer Supplement shall be deemed to amend this Agreement to the extent, and only to the extent, necessary to reflect the addition of such Purchasing Lender and the resulting adjustment of Commitment Percentages arising from the purchase by such Purchasing Lender of all or a portion of the rights and obligations of such transferor Lender under this Agreement and the Committed Rate Notes. On or prior to the Transfer Effective Date specified in such Commitment Transfer Supplement, the Borrowers, at their own expense, shall execute and deliver to the Agent in exchange for Committed Rate Notes delivered to the Agent pursuant to such Commitment Transfer Supplement new Committed Rate Notes to the order of such Purchasing Lender in an amount equal to the Commitment assumed by it pursuant to such Commitment Transfer Supplement and new Bid Loan Notes to the order of such Purchasing Lender in an amount equal to the aggregate Commitments and, unless the transferor Lender has not retained a Commitment hereunder, new Committed Rate Notes to the order of the transferor Lender in an amount equal to the Commitment retained by it hereunder. Such new Committed Rate Notes and Bid Loan Notes shall be dated the Effective Date and shall otherwise be in the form of the Committed Rate Notes and Bid Loan Notes replaced thereby.

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shall be returned by the Agent to the Borrower marked "cancelled". Notwithstanding anything to the contrary contained herein, any assignment by a Lender of its rights and obligations hereunder and under its Commitment, the Committed Rate Loans or the Committed Rate Notes shall be accompanied by an assignment to the same Purchasing Lender of a ratable share of the rights and obligations of such Lender under the B Credit Agreement in respect of its Commitment, Committed Rate Loans and Committed Rate Loans thereunder (and as defined thereon).

(d) The Agent shall maintain at its address referred to in subsection 8.2 a copy of each Commitment Transfer Supplement delivered to it and a register (the "Register") for the recordation of the names and

addresses of the Lenders and the Commitment of, and principal amount of the Loans owing to, each Lender from time to time. The entries in the Register shall be conclusive, in the absence of manifest error, and the Borrowers, the Agent and the Lenders may treat each Person whose name is recorded in the Register as the owner of the Loan recorded therein for all purposes of this Agreement. The Register shall be available for inspection by the Company or any Lender at any reasonable time and from time to time upon reasonable prior notice.

(e) Upon its receipt of a Commitment Transfer Supplement executed by a transferor Lender and a Purchasing Lender (and, in the case of a Purchasing Lender that is not then a Lender or an affiliate thereof, by the Company and the Agent) together with payment to the Agent (by the transferor Lender or the Purchasing Lender, as agreed between them) of a registration and processing fee of \$1,500 for each Purchasing Lender listed in such Commitment Transfer Supplement, and the Notes subject to such Commitment Transfer Supplement, the Agent shall (i) accept such Commitment Transfer Supplement, (ii) record the information contained therein in the Register and (iii) give prompt notice of such acceptance and recordation to the Lenders and the Company.

(f) The Company and the other Borrowers each authorizes each Lender to disclose to any Participant or Purchasing Lender (each, a "Transferee") and any prospective Transferee any and all financial

information in such Lender's possession concerning the Company and its Affiliates which has been delivered to such Lender by or on behalf of the Company or the other Borrowers pursuant to this Agreement or which has been delivered to such Lender by or on behalf of the Company or the other Borrowers in connection with such Lender's credit evaluation of the Company and its Affiliates

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prior to becoming a party to this Agreement; in each case subject to subsection 8.14.

(g) At the time of each assignment pursuant to this subsection 8.6 to a Person which is not already a Lender hereunder and which is not a United States person (as such term is defined in Section 7701(a)(30) of the Code) for Federal income tax purposes, the respective assignee Lender shall provide to the Company and the Agent the appropriate Internal Revenue Service Forms (and, if applicable, a 2.17 Certificate) described in subsection 2.17.

(h) Nothing herein shall prohibit any Lender from pledging or assigning any of its rights under this Agreement (including, without limitation, any right to payment of principal and interest under any Note) to any Federal Reserve Bank in accordance with applicable laws.

8.7 Adjustments; Set-off. (a) Each Lender agrees that if any

Lender (a "benefitted Lender") shall at any time receive any payment of all

or part of its Committed Rate Loans, or interest thereon, or receive any collateral in respect thereof (whether voluntarily or involuntarily, by set-off, pursuant to events or proceedings of the nature referred to in clause (e) of Section 6, or otherwise) in a greater proportion than any such payment to or collateral received by any other Lender, if any, in respect of such other Lender's Committed Rate Loans, or interest thereon (except as expressly provided in subsections 2.18 or 2.19, as the case may be), such benefitted Lender shall purchase for cash from the other Lenders a

participating interest in such portion of each such other Lender's Committed Rate Loan, or shall provide such other Lenders with the benefits of any such collateral, or the proceeds thereof, as shall be necessary to cause such benefitted Lender to share the excess payment or benefits of such collateral or proceeds ratably with each of the Lenders; provided, however, that if all

or any portion of such excess payment or benefits is thereafter recovered from such benefitted Lender, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest. The Company and the other Borrowers agree that each Lender so purchasing a portion of another Lender's Committed Rate Loan may exercise all rights of payment (including, without limitation, rights of set-off) with respect to such portion as fully as if such Lender were the direct holder of such portion.

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(b) In addition to any rights and remedies of the Lenders provided by law (including, without limitation, other rights of set-off), each Lender shall have the right, without prior notice to the Company or the other Borrowers, any such notice being expressly waived by the Company and the other Borrowers to the extent permitted by applicable law, upon the occurrence of any Event of Default, to setoff and appropriate and apply any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Lender or any branch or agency thereof to or for the credit or the account of the Company and/or the other Borrowers, or any part thereof in such amounts as such Lender may elect, against and on account of the obligations and liabilities of the Company and/or the other Borrowers to such Lender hereunder and claims of every nature and description of such Lender against the Company and/or the other Borrowers, in any currency, whether arising hereunder, under the Notes or under any documents contemplated by or referred to herein or therein, as such Lender may elect, whether or not such Lender has made any demand for payment and although such obligations, liabilities and claims may be contingent or unmatured. The aforesaid right of set-off may be exercised by

such Lender against the Company and/or the other Borrowers or against any trustee in bankruptcy, debtor in possession, assignee for the benefit of creditors, receiver or execution, judgment or attachment creditor of the Company and/or the other Borrowers, or against anyone else claiming through or against the Company and/or the other Borrowers or any such trustee in bankruptcy, debtor in possession, assignee for the benefit of creditors, receiver, or execution, judgment or attachment creditor, notwithstanding the fact that such right of set-off shall not have been exercised by such Lender prior to the occurrence of any Event of Default. Each Lender agrees promptly to notify the Company, the other Borrowers and the Agent after any such set-off and application made by such Lender; provided, however, that the

failure to give such notice shall not affect the validity of such set-off and application.

8.8 Table of Contents and Section Headings. The table of contents

and the Section and subsection headings herein are intended for convenience only and shall be ignored in construing this Agreement.

8.9 Counterparts. This Agreement may be executed by one or more

of the parties to this Agreement on any number

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of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Agreement signed by all the parties shall be lodged with the Company and the Agent.

8.10 Severability. Any provision of this Agreement which is

prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.11 Integration. This Agreement and the Notes represent the

agreement of the Company, the other Borrowers, the Agent and the Lenders with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by the Agent, the Company, the other Borrowers or any Lender relative to the subject matter hereof not expressly set forth or referred to herein or in the Notes.

8.12 Governing Law. This Agreement and the Notes and the rights

and obligations of the parties under this Agreement and the Notes shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

8.13 Consent to Jurisdiction and Service of Process. All judicial

proceedings brought against the Company and/or any other Borrower with respect to this Agreement or any Note may be brought in any state or federal court of competent jurisdiction in the State of New York, and, by execution and delivery of this Agreement, each of the Company and such other Borrower accepts, for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts and irrevocably agrees to be bound by any final judgment rendered thereby in connection with this Agreement from which no appeal has been taken or is available. Each of the Company and the other Borrowers irrevocably agrees that all process in any such proceedings in any such court may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to it at its address set forth in subsection 8.2 or at such other address of which the Agent shall have been notified pursuant thereto, such service being hereby

acknowledged by the each of the Company and the other Borrowers to be effective and binding service in every respect. Each of the Company, the other Borrowers, the Agent and the Lenders irrevocably waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non conveniens which it may now or hereafter have to

the bringing of any such action or proceeding in any such jurisdiction. Nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of any Lender to bring proceedings against the Company, or any other Borrower in the court of any other jurisdiction.

8.14 Confidentiality. Each of the Lenders agrees that it will use

its best efforts not to disclose without the prior consent of the Company (other than to its employees, auditors or counsel or to another Lender or to any affiliate of a Lender which is a prospective or actual Transferee) any information with respect to the Company and its Subsidiaries which is furnished pursuant to this Agreement, any other Credit Document or any documents contemplated by or referred to herein or therein and which is designated by the Company to the Lenders in writing as confidential, except that any Lender may disclose any such information (a) as has become generally available to the public other than by a breach of this subsection 8.14, (b) as may be required or appropriate in any report, statement or testimony submitted to any municipal, state or federal regulatory body having or claiming to have jurisdiction over such Lender or to the Federal Reserve Board or the Federal Deposit Insurance Corporation or similar organizations (whether in the United States or elsewhere) or their successors, (c) as may be required or appropriate in response to any summons or subpoena or any law, order, regulation or ruling applicable to such Lender, or (d) to any prospective Participant or assignee in connection with any contemplated transfer pursuant to subsection 8.6, provided that such prospective

transferee shall have been made aware of this subsection 8.14 and shall have agreed to be bound by its provisions as if it were a party to this Agreement.

8.15 Acknowledgements. The Company and the other Borrowers each

hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of each Credit Document;

(b) neither the Agent nor any Lender has any fiduciary relationship with or duty to the Company or any other Borrower arising out of or in connection with this Agreement and the relationship between the Agent and the Lenders, on one hand, and the Company and the other Borrowers, on the other hand, in connection herewith is solely that of debtor and creditor; and

(c) no joint venture exists among the Lenders with respect to this Agreement or among the Company and/or the other Borrowers and the Lenders.

8.16 Waivers Of Jury Trial. The Company, the other Borrowers, the

Agent and the Lenders hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this Agreement or any other Credit Document and for any counterclaim therein.

8.17 Company as Subsidiary Borrower Representative. Each

Subsidiary Borrower hereby irrevocably designates and appoints the Company as the agent of such Subsidiary Borrower under this Agreement and the other Credit Documents for the purpose of giving notices and taking other actions delegated to the Company pursuant to the terms of this Agreement and the other Credit Documents. In furtherance of the foregoing, each Subsidiary Borrower hereby irrevocably grants to the Company such Subsidiary Borrower's power-of-attorney, and hereby authorizes the Company, to act in place of such Subsidiary Borrower with respect to matters delegated to the Company pursuant to the terms of this Agreement and the other Credit Documents and to take such other actions as are reasonably incidental thereto. The Company hereby agrees to provide prompt notice to the relevant Subsidiary Borrower of any action taken by the Company under this Agreement and the other Credit Documents in place of such Subsidiary Borrower, provided that the failure to

so provide such notice shall not affect the obligations of such Subsidiary Borrower hereunder.

SECTION 9. GUARANTY.

9.1 The Guaranty. In order to induce the Lenders to enter into

this Agreement and to extend credit hereunder and in recognition of the direct benefits to be received by the Company from the proceeds of the Loans, the Company hereby agrees with the Lenders as follows: the Company hereby unconditionally and irrevocably, guarantees as primary obligor and not merely as surety the full and prompt payment when due, whether upon maturity, by acceleration or other

wise, of any and all indebtedness of the Subsidiary Borrowers to the Lenders. If any or all of the indebtedness of the Subsidiary Borrowers to the Lenders becomes due and payable hereunder, the Company unconditionally promises to pay such indebtedness to the Lenders, or order, on demand, together with any and all expenses which may be incurred by the Agent or the Lenders in collecting any of the indebtedness. The word "indebtedness" is used in this Section 9 in its most comprehensive sense and includes any and all advances, debts, obligations and liabilities of the Subsidiary Borrowers arising in connection with this Agreement, in each case, heretofore, now, or hereafter made, incurred or created, whether voluntarily or involuntarily, absolute or contingent, liquidated or unliquidated, determined or undetermined, whether or not such indebtedness is from time to time reduced, or extinguished and thereafter increased or incurred, whether the Subsidiary Borrowers may be liable individually or jointly with others, whether or not recovery upon such indebtedness may be or hereafter become barred by any statute of limitations, and whether or not such indebtedness may be or hereafter become otherwise unenforceable.

9.2 Bankruptcy. Additionally, the Company unconditionally and

irrevocably guarantees the payment of any and all indebtedness of the Subsidiary Borrowers to the Lenders whether or not due or payable by the Subsidiary Borrowers upon the occurrence in respect of the Subsidiary Borrowers of any of the events specified in subsection 6(e), and unconditionally promises to pay such indebtedness to the Lenders, or order, on demand, in lawful money of the United States.

9.3 Nature of Liability. The liability of the Company hereunder

is exclusive and independent of any security for or other guaranty of the indebtedness of the Subsidiary Borrowers whether executed by the Company, any other guarantor or by any other party, and the liability of the Company hereunder shall not be affected or impaired by (a) any direction as to application of payment by the Subsidiary Borrowers or by any other party, or (b) any other continuing or other guaranty, undertaking or maximum liability of a guarantor or of any other party as to the indebtedness of the Subsidiary Borrowers, or (c) any payment on or in reduction of any such other guaranty or undertaking, or (d) any dissolution, termination or increase, decrease or change in personnel by the Subsidiary Borrowers, or (e) any payment made to the Agent or the Lenders on the indebtedness which the Agent or such Lenders repay the Subsidiary

Borrowers pursuant to court order in any bankruptcy, reorganization, arrangement, moratorium or other debtor relief proceeding, and the Company waives any right to the deferral or modification of its obligations hereunder by reason of any such proceeding.

9.4 Independent Obligation. The obligations of the Company

hereunder are independent of the obligations of any other guarantor or the Subsidiary Borrowers, and a separate action or actions may be brought and prosecuted against the Company whether or not action is brought against any other guarantor or the Subsidiary Borrowers and whether or not any other guarantor or the Subsidiary Borrowers are joined in any such action or actions.

9.5 Authorization. The Company authorizes the Agent and the

Lenders without notice or demand (except as shall be required by applicable statute and cannot be waived), and without affecting or impairing its liability hereunder, from time to time to (a) renew, compromise, extend, increase, accelerate or otherwise change the time for payment of, or otherwise change the terms of the indebtedness or any part thereof in accordance with this Agreement, including any increase or decrease of the rate of interest thereon, (b) take and hold security from any guarantor or any other party for the payment of this Guaranty or the indebtedness and exchange, enforce, waive and release any such security, (c) apply such security and direct the order or manner of sale thereof as the Agent and the Lenders in their discretion may determine and (d) release or substitute any one or more endorsers, guarantors, the Subsidiary Borrowers or other obligors.

9.6 Reliance. It is not necessary for the Agent or the Lenders to

inquire into the capacity or powers of the Subsidiary Borrowers or the officers, directors, partners or agents acting or purporting to act on its behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed hereunder.

9.7 Subordination. Any indebtedness of the Subsidiary Borrowers

now or hereafter held by the Company is hereby subordinated to the indebtedness of the Subsidiary Borrowers to the Agent and the Lenders; and such indebtedness of the Subsidiary Borrowers to the Company, if Agent, after an Event of Default has occurred, so requests, shall be collected, enforced and received by the Company as trustee for the Lenders and be paid over to the Lenders on account of the indebtedness of the Subsidiary Borrowers to the Lenders,

but without affecting or impairing in any manner the liability of the Company under the other provisions of this Guaranty. Prior to the transfer by the Company of any note or negotiable instrument evidencing any indebtedness of the Subsidiary Borrowers to the Company, the Company shall mark such note or negotiable instrument with a legend that the same is subject to this subordination.

9.8 Waiver. (a) The Company waives any right (except as shall be -----

required by applicable statute and cannot be waived) to require the Agent or the Lenders to (a) proceed against the Subsidiary Borrowers, any other guarantor or any other party, (b) proceed against or exhaust any security held from the Subsidiary Borrowers, any other guarantor or any other party or (c) pursue any other remedy in the Agent's or the Lenders' power whatsoever. The Company waives any defense based on or arising out of any defense of the Subsidiary Borrowers, any other guarantor or any other party other than payment in full of the indebtedness, including without limitation any defense based on or arising out of the disability of the Subsidiary Borrowers, any other guarantor or any other party, or the unenforceability of the indebtedness or any part thereof from any cause, or the cessation from any cause of the liability of the Subsidiary Borrowers other than payment in full of the indebtedness. The Agent and the Lenders may, at their election, foreclose on any security held by the Agent or the Lenders by one or more judicial or nonjudicial sales, whether or not every aspect of any such sale is commercially reasonable (to the extent such sale is permitted by applicable law), or exercise any other right or remedy the Agent and the Lenders may have against the Subsidiary Borrowers or any other party, or any security, without affecting or impairing in any way the liability of the Company hereunder except to the extent the indebtedness has been paid. The Company waives any defense arising out of any such election by the Agent and the Lenders, even though such election operates to impair or extinguish any right of reimbursement or subrogation or other right or remedy of the Company against the Subsidiary Borrowers or any other party or any security.

(b) The Company waives all presentments, demands for performance, protests and notices, including without limitation notices of nonperformance, notice of protest, notices of dishonor, notices of acceptance of this Guaranty, and notices of the existence, creation or incurring of new or additional indebtedness. The Company assumes all responsibility for being and keeping itself informed of the Borrower's financial condition and assets, and of all other

circumstances bearing upon the risk of nonpayment of the indebtedness and the nature, scope and extent of the risks which the Company assumes and incurs hereunder, and agrees that the Agent and the Lenders shall have no duty to advise the Company of information known to them regarding such circumstances or risks.

(c) The Company hereby waives all rights of subrogation which it may at any time otherwise have as a result of this Guaranty (whether contractual, under Section 509 of the U.S. Bankruptcy Code, or otherwise) to the claims of the Lenders against the Subsidiary Borrowers or any other guarantor of the indebtedness of the Subsidiary Borrowers owing to the Lenders (collectively, the "Other Parties") and all contractual, statutory or common law rights of reimbursement, contribution or indemnity from any Other Party which it may at any time otherwise have as a result of this Guaranty. The Company hereby further waives any right to enforce any other remedy which the Lenders now have or may hereafter have against any Other Party, any endorser or any other guarantor of all or any part of the indebtedness of the Subsidiary Borrowers and any benefit of, and any right to participate in, any security or collateral given to or for the benefit of the Lenders to secure payment of the indebtedness of the Subsidiary Borrowers.

(d) Notwithstanding the provisions of the preceding clause (c), the Company shall have and be entitled to (i) all rights of subrogation otherwise provided by law in respect of any payment it may make or be obligated to make under this Guaranty and (ii) all claims (as defined in the U.S. Bankruptcy Code) it would have against any Other Party in the absence of the preceding clause (c), and to assert and enforce same, in each case on and after, but at no time prior to, the date (the "Subrogation Trigger Date") which is one year and five days after the date on which all indebtedness of the Subsidiary Borrowers owing to any of the Lenders has been paid in full if

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and only if (x) no Default or Event of Default of the type described in

subsection 6(e) hereof with respect to the respective Other Party has existed at any time on and after the date of this Agreement to and including the Subrogation Trigger Date and (y) the existence of the Company's rights under this clause (d) would not make the Company a creditor (as defined in the U.S. Bankruptcy Code) of the respective Other Party in any insolvency, bankruptcy, reorganization or similar proceeding commenced on or prior to the Subrogation Trigger Date.

9.9 Limitation on Enforcement. The Lenders agree that this

Guaranty may be enforced only by the action of the Agent acting upon the instructions of the Majority Lenders and that no Lender shall have any right individually to seek to enforce or to enforce this Guaranty, it being understood and agreed that such rights and remedies may be exercised by the Agent for the benefit of the Lenders upon the terms of this Agreement. The Lenders further agree that this Guaranty may not be enforced against any director, officer, employee or stockholder of the Company.

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

AMERICAN HOME PRODUCTS
CORPORATION

By: _____
Title:

AMERICAN HOME FOOD PRODUCTS, INC.

By: _____
Title:

SHERWOOD MEDICAL COMPANY

By: _____
Title:

A. H. ROBINS COMPANY, INCORPORATED

By: _____
Title:

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CHEMICAL BANK,
as Agent and as a Lender

By: _____

Title:

CHEMICAL BANK

Domestic Lending Office:

CHEMICAL BANK
270 Park Avenue
New York, New York 10017
Attn: Mr. David D. Cutting

Eurodollar Lending Office:

CHEMICAL BANK
270 Park Avenue
New York, New York 10017
Attn: Mr. David D. Cutting

SCHEDULE I

COMMITMENTS

Bank -----	Commitment -----
CHEMICAL BANK	\$203,000,000
ABN AMRO BANK, N.V., NEW YORK BRANCH	\$129,500,000
BANCA COMMERCIALE ITALIANA, NEW YORK BRANCH	\$ 70,000,000
BANCA NAZIONALE DEL LAVORO S.p.A. NEW YORK BRANCH	\$ 70,000,000
BANK BRUSSELS LAMBERT - NEW YORK BRANCH	\$ 70,000,000

BANK OF AMERICA NT & SA	\$129,500,000
BANK OF MONTREAL	\$129,500,000
THE BANK OF NEW YORK	\$129,500,000
THE BANK OF NOVA SCOTIA	\$129,500,000
THE BANK OF TOKYO TRUST COMPANY	\$129,500,000
BANQUE NATIONALE DE PARIS - NEW YORK BRANCH/BANQUE NATIONALE DE PARIS - GEORGETOWN BRANCH - CAYMAN ISLANDS	\$129,500,000
BANQUE PARIBAS	\$129,500,000
BAYERISCHE LANDESBANK GIROZENTRALE, NEW YORK BRANCH	\$ 70,000,000
BAYERISCHE VEREINSBANK AG, NEW YORK BRANCH	\$105,000,000
BHF-BANK	\$ 70,000,000
THE BOATMEN'S NATIONAL BANK OF ST. LOUIS	\$ 35,000,000
CARIPO - CASSA DI RISPARMIO DELLE PROVINCIE LOMBARDE SPA	\$105,000,000
THE CHASE MANHATTAN BANK, N.A.	\$129,500,000
CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK AGENCY	\$129,500,000
CITIBANK, N.A.	\$129,500,000

Bank	Commitment
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COMMERZBANK AKTIENGESELLSCHAFT	\$129,500,000
COOPERATIEVE CENTRALE RAIFFEISEN- BOERENLEENBANK, B.A., "RABOBANK NEDERLAND"	\$105,000,000
CORESTATES BANK, N.A.	\$ 70,000,000
CREDIT LYONNAIS NEW YORK BRANCH/CREDIT LYONNAIS CAYMAN ISLAND BRANCH	\$129,500,000
CREDIT SUISSE	\$105,000,000
CRESTAR BANK	\$ 35,000,000
THE DAI-ICHI KANGYO BANK, LTD.	\$129,500,000
THE DAIWA BANK LTD. - NEW YORK BRANCH	\$ 70,000,000
DEUTSCHE BANK AG, NEW YORK AND/OR CAYMAN ISLANDS BRANCHES	\$129,500,000
DRESDNER BANK AG, NEW YORK BRANCH AND GRAND CAYMAN BRANCH	\$105,000,000
FIRST FIDELITY BANK, NATIONAL ASSOCIATION	\$ 70,000,000
FIRST INTERSTATE BANK OF CALIFORNIA	\$105,000,000
THE FIRST NATIONAL BANK OF BOSTON	\$ 70,000,000
THE FIRST NATIONAL BANK OF CHICAGO	\$129,500,000
FIRST UNION NATIONAL BANK OF NC	\$129,500,000
THE FUJI BANK, LIMITED	\$129,500,000
THE INDUSTRIAL BANK OF JAPAN, LIMITED	\$129,500,000
ISTITUTO BANCARIO SAN PAOLO DI TORINO SpA - NEW YORK LIMITED BRANCH	\$105,000,000
LLOYDS BANK PLC	\$129,500,000
LTCB TRUST COMPANY	\$129,500,000
MELLON BANK, N.A.	\$129,500,000
THE MITSUBISHI BANK, LIMITED - NEW YORK	\$129,500,000

Bank -----	Commitment -----
THE MITSUI TRUST AND BANKING COMPANY, LIMITED	\$ 70,000,000
THE MITSUBISHI TRUST AND BANKING CORPORATION	\$129,500,000
MORGAN GUARANTY TRUST COMPANY OF NEW YORK NATIONAL WESTMINSTER BANK PLC	\$129,500,000 \$129,500,000
NORDEUTSCHE LANDESBANK GIROZENTRALE - NEW YORK AND/OR CAYMAN ISLANDS BRANCH	\$ 70,000,000
THE NORINCHUKIN BANK, NEW YORK BRANCH	\$105,000,000
THE NORTHERN TRUST COMPANY	\$ 35,000,000
PNC BANK, NATIONAL ASSOCIATION ROYAL BANK OF CANADA	\$129,500,000 \$129,500,000
THE SAKURA BANK, LIMITED THE SANWA BANK LTD, NEW YORK BRANCH	\$129,500,000 \$129,500,000
SHAWMUT BANK CONNECTICUT, N.A.	\$105,000,000
SOCIETE GENERALE STANDARD CHARTERED BANK	\$129,500,000 \$ 70,000,000
THE SUMITOMO BANK, LIMITED, NEW YORK BRANCH	\$129,500,000
SWISS BANK CORPORATION, NEW YORK BRANCH	\$129,500,000
THE TOKAI BANK, LIMITED - NEW YORK BRANCH	\$129,500,000
THE TORONTO DOMINION BANK (NEW YORK), INC. WACHOVIA BANK OF GEORGIA, N.A.	\$129,500,000 \$129,500,000
WESTDEUTSCHE LANDESBANK GIROZENTRALE - NEW YORK AND CAYMAN ISLANDS BRANCHES	\$ 70,000,000
WESTPAC BANKING CORPORATION	\$105,000,000
THE YASUDA TRUST AND BANKING CO., LIMITED - NEW YORK BRANCH	\$ 70,000,000 -----
TOTAL	\$7,000,000,000 =====

SCHEDULE II
-----BANK ADDRESSES AND LENDING OFFICES
-----Bank
-----Addresses

CHEMICAL BANK

Domestic Lending Address

270 Park Avenue
New York, NY 10017

Eurodollar Lending Address

270 Park Avenue
New York, NY 10017

Notice Address

See subsection 8.2

ABN AMRO BANK, N.V., NEW
YORK BRANCH

Domestic Lending Address

500 Park Avenue
New York, NY 10022

Eurodollar Lending Address

500 Park Avenue
New York, NY 10022

Notice Address

500 Park Avenue
New York, NY 10022
Tel: (212) 446-4146
Fax: (212) 832-7129
759-4792
Attn: Nancy Watkins

Bank

Addresses

BANCA COMMERCIALE
ITALIANA, NEW YORK BRANCH

Domestic Lending Address

One William Street
New York, NY 10004

Eurodollar Lending Address

One William Street
New York, NY 10004

Notice Address

One William Street
New York, NY 10004
Tel: (212) 607-3629
Fax: (212) 809-2124
Attn: Jenifer Casalvieri

BANCA NAZIONALE DEL
LAVORO S.p.A., NEW YORK
BRANCH

Domestic Lending Address

25 West 51st Street
New York, NY 10019

Eurodollar Lending Address

25 West 51st Street
New York, NY 10019

Notice Address

25 West 51st Street
New York, NY 10019
Tel: (212) 581-0710; ext. 239
Fax: (212) 765-2978
Attn: Giulio Giovine

SCHEDULE II
Page 3

Bank

Addresses

BANK BRUSSELS LAMBERT -
NEW YORK BRANCH

Domestic Lending Address

630 Fifth Avenue
6th Floor
New York, NY 10111

Eurodollar Lending Address

630 Fifth Avenue
6th Floor
New York, NY 10111

Notice Address

630 Fifth Avenue
6th Floor
New York, NY 10111
Tel: (212) 632-5316
Fax: (212) 333-5786
Attn: John Kippax

BANK OF AMERICA NT & SA

Domestic Lending Address

1850 Gateway Boulevard
Concord, CA 94520

Eurodollar Lending Address

1850 Gateway Boulevard
Concord, CA 94520

Notice Address

335 Madison Avenue
New York, NY 10017
Tel: (212) 503-7253
Fax: (212) 503-7771
Attn: Brock Harris

SCHEDULE II
Page 4

Bank

Addresses

BANK OF MONTREAL

Domestic Lending Address

115 S. LaSalle Street
Floor 12W
Chicago, IL 60603

Eurodollar Lending Address

115 S. LaSalle Street
Floor 12W
Chicago, IL 60603

Notice Address

115 S. LaSalle Street
Floor 12W
Chicago, IL 60603
Tel: (312) 750-3743
Fax: (312) 750-3783
Attn: Sharron P. Walsh

THE BANK OF NEW YORK

Domestic Lending Address

One Wall Street
22nd Floor
New York, NY 10286

Eurodollar Lending Address

One Wall Street
22nd Floor
New York, NY 10286

Notice Address

One Wall Street
22nd Floor
New York, NY 10286
Tel: (212) 635-6801
Fax: (212) 635-6999
Attn: Vincent P. O'Leary

SCHEDULE II
Page 5

Bank

Addresses

THE BANK OF NOVA SCOTIA

Domestic Lending Address

One Liberty Plaza
New York, NY 10006

Eurodollar Lending Address

One Liberty Plaza
New York, NY 10006

Notice Address

One Liberty Plaza
New York, NY 10006
Tel: (212) 225-5027
Fax: (212) 225-5090
Attn: Frank Monfalcone

THE BANK OF TOKYO TRUST
COMPANY

Domestic Lending Address

1251 Avenue of the Americas
12th Floor
New York, NY 10116-3138

Eurodollar Lending Address

1251 Avenue of the Americas
12th Floor
New York, NY 10116-3138

Notice Address

1251 Avenue of the Americas
12th Floor
New York, NY 10116-3138
Tel: (212) 782-4308
Fax: (212) 782-6445
Attn: Jeffrey Millar

SCHEDULE II
Page 6

Bank

Addresses

BANQUE NATIONALE DE
PARIS, NEW YORK BRANCH

Domestic Lending Address

499 Park Avenue
New York, NY 10022

Eurodollar Lending Address

499 Park Avenue
New York, NY 10022

Notice Address

499 Park Avenue
New York, NY 10022
Tel: (212) 415-9617
415-9616
Fax: (212) 415-9606
Attn: Andre S. Milton
Robin L. Jackson-
Bogner

BANQUE PARIBAS

Domestic Lending Address

787 Seventh Avenue
New York, NY 10019

Eurodollar Lending Address

787 Seventh Avenue
New York, NY 10019

Notice Address

787 Seventh Avenue
New York, NY 10019
Tel: (212) 841-2551
Fax: (212) 841-2333
Attn: Mary T. Finnegan

SCHEDULE II
Page 7

Bank

Addresses

BAYERISCHE LANDESBANK

GIROZENTRALE, NEW YORK
BRANCH

Domestic Lending Address

560 Lexington Avenue
New York, NY 10022

Eurodollar Lending Address

560 Lexington Avenue
New York, NY 10022

Notice Address

560 Lexington Avenue
New York, NY 10022
Tel: (212) 310-9834
Fax: (212) 310-9868
Attn: Joanne Cicino

BAYERISCHE VEREINSBANK

AG, NEW YORK BRANCH

Domestic Lending Address

335 Madison Avenue
19th Floor
New York, NY 10017

Eurodollar Lending Address

335 Madison Avenue
19th Floor
New York, NY 10017

Notice Address

335 Madison Avenue
19th Floor
New York, NY 10017
Tel: (212) 210-0352
Fax: (212) 880-9724
Attn: Marianne Weinzinger

SCHEDULE II
Page 8

Bank

Addresses

BHF-BANK

Domestic Lending Address

55 East 59th Street
New York, NY 10022

Eurodollar Lending Address

55 East 59th Street
New York, NY 10022

Notice Address

55 East 59th Street
New York, NY 10022
Tel: (212) 756-5915
Fax: (212) 756-5911
Attn: Linda Pace

THE BOATMEN'S NATIONAL

Domestic Lending Address

BANK OF ST. LOUIS

One Boatmen's Plaza
800 Market Street
P.O. Box 236
St. Louis, MO 63166-0236

Eurodollar Lending Address

One Boatmen's Plaza
800 Market Street
P.O. Box 236
St. Louis, MO 63166-0236

Notice Address

One Boatmen's Plaza
800 Market Street
P.O. Box 236
St. Louis, MO 63166-0236
Tel: (314) 466-6750
Fax: (314) 466-7783
Attn: J. David Kennebeck

SCHEDULE II
Page 9

Bank

Addresses

CARIPO - CASSA DI

Domestic Lending Address

RISPARMIO DELLE PROVINCIE
LOMBARDE SPA

10 East 53rd Street
New York, NY 10022

Eurodollar Lending Address

10 East 53rd Street
New York, NY 10022

Notice Address

10 East 53rd Street
New York, NY 10022
Tel: (212) 527-8735
Fax: (212) 527-8777
Attn: Charles W. Kennedy

THE CHASE MANHATTAN BANK, Domestic Lending Address

N.A.

One Chase Manhattan Plaza
New York, NY 10081

Eurodollar Lending Address

One Chase Manhattan Plaza
New York, NY 10081

Notice Address

One Chase Manhattan Plaza
New York, NY 10081
Tel: (212) 552-7794
Fax: (212) 552-6731
Attn: Robert Cook

SCHEDULE II
Page 10

Bank

Addresses

CANADIAN IMPERIAL BANK OF Domestic Lending Address

COMMERCE, NEW YORK AGENCY

2727 Paces Ferry Road
Suite 1200
Atlanta, GA 30339

Eurodollar Lending Address

2727 Paces Ferry Road
Suite 1200
Atlanta, GA 30339

Notice Address

425 Lexington Avenue
New York, NY 10017
Tel: (212) 856-3542
Fax: (212) 856-3599
Attn: Jerry Parisella

CITIBANK, N.A.

Domestic Lending Address

399 Park Avenue
8th Floor/Zone 11
New York, NY 10043

Eurodollar Lending Address

399 Park Avenue
8th Floor/Zone 11
New York, NY 10043

Notice Address

399 Park Avenue
8th Floor/Zone 11
New York, NY 10043
Tel: (212) 559-7341
Fax: (212) 793-7460
Attn: Hans Horn

SCHEDULE II
Page 11

Bank

Addresses

COMMERZBANK
AKTIENGESELLSCHAFT

Domestic Lending Address

2 World Financial Center
New York, NY 10281-1050

Eurodollar Lending Address

2 World Financial Center
New York, NY 10281-1050

Notice Address

2 World Financial Center
New York, NY 10281-1050
Tel: (212) 266-7316
Fax: (212) 266-7235
Attn: Michael Bintz

COOPERATIEVE CENTRALE

Domestic Lending Address

RAIFFEISEN-
BOERENLEENBANK, B.A.,
"RABOBANK NEDERLAND"

245 Park Avenue
New York, NY 10167
Tel: (212) 916-7924
Fax: (212) 916-7837
Attn: Dana Hemenway

Eurodollar Lending Address

245 Park Avenue
New York, NY 10167
Tel: (212) 916-7924
Fax: (212) 916-7837
Attn: Dana Hemenway

Notice Address

245 Park Avenue
New York, NY 10167
Tel: (212) 916-7924
Fax: (212) 916-7837
Attn: Dana Hemenway

Bank -----	Addresses -----
CORESTATES BANK, N.A.	Domestic Lending Address ----- P.O. Box 7618 F.C. 1-3-81-1 Philadelphia, PA 19101 Eurodollar Lending Address ----- P.O. Box 7618 F.C. 1-3-81-1 Philadelphia, PA 19101 Notice Address ----- P.O. Box 7618 F.C. 1-3-81-1 Philadelphia, PA 19101 Tel: (215) 973-8327 Fax: (215) 973-7820 Attn: James A. Bennett

CREDIT LYONNAIS NEW YORK BRANCH/CREDIT LYONNAIS CAYMAN ISLANDS BRANCH	Domestic Lending Address ----- 1301 Avenue of the Americas New York, NY 10019 Eurodollar Lending Address ----- 1301 Avenue of the Americas New York, NY 10019 Notice Address ----- 1301 Avenue of the Americas New York, NY 10019 Tel: (212) 261-7344 Fax: (212) 459-3179 Attn: John Oberle
---	---

Bank -----	Addresses -----
CREDIT SUISSE	Domestic Lending Address ----- 12 East 49th Street New York, NY 10017 Eurodollar Lending Address -----

12 East 49th Street
New York, NY 10017

Notice Address

12 East 49th Street
New York, NY 10017
Tel: (212) 238-5359
Fax: (212) 238-5389
Attn: Andrea Shkane

CRESTAR BANK

Domestic Lending Address

919 East Main Street
Richmond, VA 23219

Eurodollar Lending Address

919 East Main Street
Richmond, VA 23219

Notice Address

919 East Main Street
Richmond, VA 23219
Tel: (804) 782-5356
Fax: (804) 782-5413
Attn: Keith A. Hubbard

SCHEDULE II
Page 14

Bank

Addresses

THE DAI-ICHI KANGYO BANK, Domestic Lending Address

LTD.

One World Trade Center
48th Floor
New York, NY 10048

Eurodollar Lending Address

One World Trade Center
48th Floor
New York, NY 10048

Notice Address

One World Trade Center
48th Floor
New York, NY 10048
Tel: (212) 432-6642
Fax: (212) 524-0579
Attn: Bob Gallagher

THE DAIWA BANK LTD. - NEW Domestic Lending Address

YORK BRANCH

75 Rockefeller Plaza
New York, NY 10019

Eurodollar Lending Address

75 Rockefeller Plaza
New York, NY 10019

Notice Address

75 Rockefeller Plaza
New York, NY 10019
Tel: (212) 554-7053
Fax: (212) 554-7152
Attn: Joel Limjap
Business Development
Group

SCHEDULE II

Page 15

Bank

Addresses

DEUTSCHE BANK AG, NEW

Domestic Lending Address

YORK AND/OR CAYMAN
ISLANDS BRANCHES

31 West 52nd Street
New York, NY 10019

Eurodollar Lending Address

31 West 52nd Street
New York, NY 10019

Notice Address

31 West 52nd Street
New York, NY 10019
Tel: (212) 474-8228
Fax: (212) 474-8212
Attn: Robert A. Maddux

DRESDNER BANK AG, NEW

Domestic Lending Address

YORK BRANCH AND GRAND
CAYMAN BRANCH

75 Wall Street
New York, NY 10005

Eurodollar Lending Address

75 Wall Street
New York, NY 10005

Notice Address

75 Wall Street
New York, NY 10005
Tel: (212) 574-0237
Fax: (212) 574-0130
Attn: Ernest Fung

SCHEDULE II

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Bank

Addresses

FIRST FIDELITY BANK,
NATIONAL ASSOCIATION

Domestic Lending Address

550 Broad Street
Newark, NJ 07102

Eurodollar Lending Address

550 Broad Street
Newark, NJ 07102

Notice Address

550 Broad Street
B55005
Newark, NJ 07102
Tel: (201) 565-3381
Fax: (201) 565-6681
Attn: Grace Vallacchi

FIRST INTERSTATE BANK OF
CALIFORNIA

Domestic Lending Address

1055 Wilshire Boulevard
MS:B10-6
Los Angeles, CA 90017

Eurodollar Lending Address

1055 Wilshire Boulevard
MS:B10-6
Los Angeles, CA 90017

Notice Address

885 Third Avenue
5th Floor
New York, NY 10022
Tel: (212) 836-4028
Fax: (212) 593-5238
Attn: Bruce L. Gregory

SCHEDULE II
Page 17

Bank

Addresses

THE FIRST NATIONAL BANK
OF BOSTON

Domestic Lending Address

100 Federal Street
Boston, MA 02110

Eurodollar Lending Address

100 Federal Street
Boston, MA 02110

Notice Address

100 Federal Street
Boston, MA 02110
Tel: (617) 434-7889
Fax: (616) 434-0601
Attn: William F. Hamilton

THE FIRST NATIONAL BANK
OF CHICAGO

Domestic Lending Address

One First National Plaza
Chicago, IL 60670

Eurodollar Lending Address

One First National Plaza
Chicago, IL 60670

Notice Address

153 West 53rd Street
New York, NY 10019
Tel: (212) 373-1580
Fax: (212) 373-1180
Attn: Stephen E. McDonald

SCHEDULE II
Page 18

Bank

Addresses

FIRST UNION NATIONAL BANK
OF NORTH CAROLINA

Domestic Lending Address

One First Union Center - TW19
Charlotte, NC 28288-0735

Eurodollar Lending Address

One First Union Center - TW19
Charlotte, NC 28288-0735

Notice Address

One First Union Center - TW19
Charlotte, NC 28288-0735
Tel: (704) 383-0312
Fax: (704) 383-9144
Attn: Martin Richards

THE FUJI BANK, LIMITED

Domestic Lending Address

Two World Trade Center
New York, NY 10048

Eurodollar Lending Address

Two World Trade Center
New York, NY 10048

Notice Address

Two World Trade Center
New York, NY 10048
Tel: (212) 898-2067
Fax: (212) 912-0516
Attn: Chigusa Tada

SCHEDULE II
Page 19

Bank

Addresses

THE INDUSTRIAL BANK OF
JAPAN, LIMITED

Domestic Lending Address

245 Park Avenue
New York, NY 10167

Eurodollar Lending Address

245 Park Avenue
New York, NY 10167

Notice Address

245 Park Avenue
New York, NY 10167
Tel: (212) 309-6574
Fax: (212) 856-9450/557-3581
Attn: Ken Biegen

ISTITUTO BANCARIO SAN
PAOLO DI TORINO SpA - NEW
YORK LIMITED BRANCH

Domestic Lending Address

245 Park Avenue
35th Floor
New York, NY 10167

Eurodollar Lending Address

245 Park Avenue
35th Floor
New York, NY 10167

Notice Address

245 Park Avenue
35th Floor
New York, NY 10167
Tel: (212) 692-3140
Fax: (212) 599-5303
Attn: Wendell Jones

SCHEDULE II
Page 20

Bank

Addresses

LLOYDS BANK PLC

Domestic Lending Address

199 Water Street
New York, NY 10038

Eurodollar Lending Address

199 Water Street
New York, NY 10038

Notice Address

199 Water Street
New York, NY 10038
Tel: (212) 607-4965
Fax: (212) 607-4999/4683
Attn: Paul Briamonte

LTCB TRUST COMPANY

Domestic Lending Address

165 Broadway
New York, NY 10006

Eurodollar Lending Address

165 Broadway
New York, NY 10006

Notice Address

165 Broadway
New York, NY 10006
Tel: (212) 335-4591
Fax: (212) 608-2371
Attn: Rene LeBlanc

SCHEDULE II

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Bank

Addresses

MELLON BANK, N.A.

Domestic Lending Address

One Mellon Bank Center
Pittsburgh, PA 15258

Eurodollar Lending Address

One Mellon Bank Center
Pittsburgh, PA 15258

Notice Address

65 East 55th Street
15th Floor
New York, NY 10022
Tel: (212) 702-5253
Fax: (212) 702-5269
Attn: David N. Smith

THE MITSUBISHI BANK,
LIMITED - NEW YORK BRANCH

Domestic Lending Address

225 Liberty Street
Two World Financial Center
New York, NY 10281-1059

Eurodollar Lending Address

225 Liberty Street
Two World Financial Center
New York, NY 10281-1059

Notice Address

225 Liberty Street
Two World Financial Center
New York, NY 10281-1059
Tel: (212) 667-2903
Fax: (212) 667-3562
Attn: Robert Dilloff

SCHEDULE II
Page 22

Bank ----	Addresses -----
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THE MITSUI TRUST AND
BANKING COMPANY, LIMITED
New York Branch

Domestic Lending Address

One World Financial Center
200 Liberty Street
New York, NY 10281

Eurodollar Lending Address

One World Financial Center
200 Liberty Street
New York, NY 10281

Notice Address

One World Financial Center
200 Liberty Street
21st Floor
New York, NY 10281
Tel: (212) 341-0375
Fax: (212) 945-4170/4171
Attn: Jim Whitcomb

THE MITSUBISHI TRUST AND
BANKING CORPORATION

Domestic Lending Address

520 Madison Avenue
26th Floor
New York, NY 10022

Eurodollar Lending Address

520 Madison Avenue
26th Floor
New York, NY 10022

Notice Address

520 Madison Avenue
26th Floor
New York, NY 10022
Tel: (212) 891-8212
Fax: (212) 755-2349/486-0970
Attn: Randolph E. J. Medrano

SCHEDULE II
Page 23

Bank

Addresses

MORGAN GUARANTY TRUST
COMPANY OF NEW YORK

Domestic Lending Address

c/o J.P. Morgan
Services, Inc.
Loan Operations - 3rd Floor
500 Stanton Christiana Road
Newark, DE 19713

Eurodollar Lending Address

c/o J.P. Morgan
Services, Inc.
Loan Operations - 3rd Floor
500 Stanton Christiana Road
Newark, DE 19713

Notice Address

60 Wall Street
22nd Floor
New York, NY 10260-0060
Tel: (212) 648-7602
Fax: (212) 648-5018
Attn: Michael Y. Leder

NATIONAL WESTMINSTER BANK
PLC

Domestic Lending Address

175 Water Street
New York, NY 10038

Eurodollar Lending Address

175 Water Street
New York, NY 10038

Notice Address

175 Water Street
New York, NY 10038
Tel: (212) 602-4149
Fax: (212) 602-4118
Attn: Robert Passarello

SCHEDULE II
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Bank

Addresses

NORDDEUTSCHE LANDESBANK

Domestic Lending Address

GIROZENTRALE - NEW YORK
AND/OR CAYMAN ISLANDS
BRANCH

1270 Avenue of the Americas
New York, NY 10020

Eurodollar Lending Address

1270 Avenue of the Americas
New York, NY 10020

Notice Address

1270 Avenue of the Americas
New York, NY 10020
Tel: (212) 332-8606
Fax: (212) 332-8660
Attn: Stephanie Hoevermann

THE NORINCHUKIN BANK, NEW
YORK BRANCH

Domestic Lending Address

245 Park Avenue
29th Floor
New York, NY 10167

Eurodollar Lending Address

245 Park Avenue
29th Floor
New York, NY 10167

Notice Address

245 Park Avenue
29th Floor
New York, NY 10167-01041
Tel: (212) 949-7188
Fax: (212) 697-5754
Attn: Masashi Ishikawa

SCHEDULE II
Page 25

Bank

Addresses

THE NORTHERN TRUST
COMPANY

Domestic Lending Address

50 South LaSalle Street
Chicago, IL 60675

Eurodollar Lending Address

50 South LaSalle Street
Chicago, IL 60675

Notice Address

50 South LaSalle Street
Chicago, IL 60675
Tel: (312) 444-5910
Fax: (312) 444-3508
Attn: Kristina Warland

PNC BANK, NATIONAL
ASSOCIATION

Domestic Lending Address

Fifth Avenue and Wood Street
Pittsburgh, PA 15222

Eurodollar Lending Address

Fifth Avenue and Wood Street
Pittsburgh, PA 15222

Notice Address

335 Madison Avenue
10th Floor
New York, NY 10017
Tel: (212) 557-5340
Fax: (212) 557-5461
Attn: Patrick Kinzler

SCHEDULE II
Page 26

Bank

Addresses

ROYAL BANK OF CANADA

Domestic Lending Address

Pierrepont Plaza
300 Cadman Plaza West
Brooklyn, NY 11201-2701

Eurodollar Lending Address

Pierrepont Plaza
300 Cadman Plaza West
Brooklyn, NY 11201-2701

Notice Address

Financial Square, 23rd Floor
New York, NY 10005-3531
Tel: (212) 428-6261
Fax: (212) 428-6459
Attn: John M. Crawford

THE SAKURA BANK, LIMITED

Domestic Lending Address

277 Park Avenue
New York, NY 10172

Eurodollar Lending Address

277 Park Avenue
New York, NY 10172

Notice Address

277 Park Avenue
New York, NY 10172
Tel: (212) 756-6767
Fax: (212) 888-7651
Attn: Hidetoshi Iwasa

SCHEDULE II
Page 27

Bank

Addresses

THE SANWA BANK LTD, NEW
YORK BRANCH

Domestic Lending Address

55 East 52nd Street
New York, NY 10055

Eurodollar Lending Address

55 East 52nd Street
New York, NY 10055

Notice Address

55 East 52nd Street
New York, NY 10055
Tel: (212) 339-6205
Fax: (212) 754-1304
Attn: Joseph E. Leo

SHAWMUT BANK CONNECTICUT,
N.A.

Domestic Lending Address

777 Main Street
Hartford, CT 06115

Eurodollar Lending Address

777 Main Street
Hartford, CT 06115

Notice Address

One Landmark Square
Stamford, CT 06904
Tel: (203) 358-2025
Fax: (203) 358-6111
Attn: H. Frazier Caner

SCHEDULE II
Page 28

Bank

Addresses

SOCIETE GENERALE

Domestic Lending Address

1221 Avenue of the Americas
New York, NY 10020

Eurodollar Lending Address

1221 Avenue of the Americas
New York, NY 10020

Notice Address

1221 Avenue of the Americas
New York, NY 10020
Tel: (212) 278-6848
Fax: (212) 278-7430
Attn: Bruce Drossman

STANDARD CHARTERED BANK

Domestic Lending Address

160 Water Street
New York, NY 10038-4995

Eurodollar Lending Address

1 Aldermanbury Square
London EC2V 7SB
England

Notice Address

160 Water Street
New York, NY 10038-4995
Tel: (212) 612-0505
Fax: (212) 612-0225
Attn: Marianne R. Murray

SCHEDULE II
Page 29

Bank

Addresses

THE SUMITOMO BANK,
LIMITED, NEW YORK BRANCH

Domestic Lending Address

One World Trade Center
Suite 9651
New York, NY 10048

Eurodollar Lending Address

One World Trade Center
Suite 9651
New York, NY 10048

Notice Address

One World Trade Center
Suite 9651
New York, NY 10048

Tel: (212) 553-0284
Fax: (212) 553-0118
Attn: Edward McColly

SWISS BANK CORPORATION,
NEW YORK BRANCH

Domestic Lending Address

222 Broadway
New York, NY 10038

Eurodollar Lending Address

222 Broadway
New York, NY 10038

Notice Address

222 Broadway
4th Floor
New York, NY 10038
Tel: (212) 574-3964
Fax: (212)
Attn: Colin Taylor

SCHEDULE II
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Bank

Addresses

THE TOKAI BANK, LIMITED - Domestic Lending Address

NEW YORK BRANCH

55 East 52nd Street
11th Floor
New York, NY 10055

Eurodollar Lending Address

55 East 52nd Street
11th Floor
New York, NY 10055

Notice Address

55 East 52nd Street
11th Floor
New York, NY 10055
Tel: (212) 339-1182
Fax: (212) 754-2170/2171
Attn: Daniel M. Higgins

TORONTO DOMINION
(NEW YORK), INC.

Domestic Lending Address

909 Fannin
Suite 1700
Houston, TX 77010

Eurodollar Lending Address

909 Fannin
Suite 1700
Houston, TX 77010

Notice Address

909 Fannin
Suite 1700
Houston, TX 77010
Tel: (713) 653-8250
Fax: (713) 951-9921
Attn: Diane Bailey

SCHEDULE II

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Bank

Addresses

WACHOVIA BANK OF GEORGIA,

Domestic Lending Address

N.A.

191 Peachtree Street, N.E.
Atlanta, GA 30303

Eurodollar Lending Address

191 Peachtree Street, N.E.
Atlanta, GA 30303

Notice Address

191 Peachtree Street, N.E.
Atlanta, GA 30303
Tel: (404) 332-1326
Fax: (404) 332-6898
Attn: Kelly Martone

WESTDEUTSCHE LANDESBANK

Domestic Lending Address

GIROZENTRALE - NEW YORK
AND CAYMAN ISLANDS
BRANCHES

1211 Avenue of the Americas
New York, NY 10036

Eurodollar Lending Address

1211 Avenue of the Americas
New York, NY 10036

Notice Address

1211 Avenue of the Americas
New York, NY 10036
Tel: (212) 852-6087
Fax: (212) 852-6307
Attn: Karen Hoplock

SCHEDULE II

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Bank

Addresses

WESTPAC BANKING
CORPORATION

Domestic Lending Address

335 Madison Avenue
New York, NY 10017

Eurodollar Lending Address

335 Madison Avenue
New York, NY 10017

Notice Address

335 Madison Avenue
New York, NY 10017
Tel: (212) 850-7626
Fax: (212) 850-7619
Attn: Pamela Donnelly

THE YASUDA TRUST AND
BANKING CO., LIMITED -
NEW YORK BRANCH

Domestic Lending Address

666 Fifth Avenue
Suite 801
New York, NY 10103

Eurodollar Lending Address

666 Fifth Avenue
Suite 801
New York, NY 10103

Notice Address

666 Fifth Avenue
Suite 801
New York, NY 10103
Tel: (212) 373-5711
Fax: (212) 373-5796
Attn: Neil Chau

EXHIBIT A

[FORM OF COMMITTED RATE NOTE]

COMMITTED RATE NOTE

\$ _____

New York, New York
_____, 1994

FOR VALUE RECEIVED, the undersigned, [AMERICAN HOME PRODUCTS CORPORATION] [AMERICAN HOME FOOD PRODUCTS, INC.] [SHERWOOD MEDICAL COMPANY] [A. H. ROBINS COMPANY, INCORPORATED], a Delaware corporation, hereby unconditionally promises to pay, on the Maturity Date with respect to each Committed Rate Loan evidenced hereby (as defined in the Credit Agreement referred to below), to the order of _____ (the "Lender") at the

office of Chemical Bank located at 270 Park Avenue, New York, New York 10017, in lawful money of the United States of America and in immediately available funds, the principal amount of (a) _____ DOLLARS (\$ _____), or, if less, (b) the aggregate unpaid principal amount of

all Committed Rate Loans made by the Lender to the undersigned pursuant to subsection 2.1 of the Credit Agreement referred to below. The undersigned further agrees to pay interest in like money at such office on the unpaid principal amount hereof and, to the extent permitted by law, accrued interest in respect hereof from time to time from the date hereof until payment in full of the principal amount hereof and accrued interest hereon, at the rates and on the dates set forth in the Credit Agreement.

The holder of this Note is authorized to endorse the date and amount of each Loan pursuant to subsection 2.1 of the Credit Agreement and each payment of principal and interest with respect thereto and its character as a Eurodollar Loan, C/D Rate Loan or an Alternate Base Rate Loan on Schedule 1 annexed hereto and made a part hereof, or on a continuation thereof which shall be attached hereto and made a part hereof, which endorsement shall constitute prima facie evidence of the accuracy of the information endorsed; provided, however, that the failure to make any such endorsement shall not affect the obligations of the undersigned under this Note.

EXHIBIT A
Page 2

This Note is one of the Committed Rate Notes referred to in the Credit Agreement dated as of September __, 1994 among American Home Food Products, Inc., a Delaware corporation, Sherwood Medical Company, a Delaware corporation, A. H. Robins Company, Incorporated, a Delaware corporation, American Home Products Corporation, a Delaware corporation, the Lender, the other banks and financial institutions from time to time parties thereto and Chemical Bank, as Agent (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), and is entitled to the benefits thereof.

Upon the occurrence of any one or more of the Events of Default specified in the Credit Agreement, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable, all as provided therein.

All parties now and hereafter liable with respect to this Note, whether maker, principal, surety, endorser or otherwise, hereby waive presentment, demand, protest and all other notices of any kind.

Terms defined in the Credit Agreement are used herein with their defined meanings unless otherwise defined herein. This Note shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[AMERICAN HOME PRODUCTS CORPORATION]
[AMERICAN HOME FOOD PRODUCTS, INC.]
[SHERWOOD MEDICAL COMPANY]
[A. H. ROBINS COMPANY, INCORPORATED]

By _____
Title:

EXHIBIT A
Page 3

SCHEDULE 1
to

LOANS AND PAYMENTS OF PRINCIPAL

<TABLE><CAPTION>

Date	Amount of Loan	Type of Loan ^{1/}	Interest Rate	Interest Period	Maturity Date	Principal Paid or Converted	Principal Balance	Notation Made By
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____

1/ The type of loan may be represented either by "E" for Eurodollar Loans, "C/D" for C/D Rate Loans, or "ABR" for
--
Alternate Base Rate Loans.

</TABLE>

EXHIBIT B

[FORM OF BID LOAN NOTE]

BID LOAN

[\$7,000,000,000] [\$2,800,000,000]

New York, New York
_____, 1994

FOR VALUE RECEIVED, the undersigned, [AMERICAN HOME PRODUCTS CORPORATION] [AMERICAN HOME FOOD PRODUCTS, INC.] [SHERWOOD MEDICAL COMPANY] [A. H. ROBINS COMPANY, INCORPORATED], a Delaware corporation, hereby unconditionally promises to pay to the order of _____ (the "Lender") at the office of Chemical Bank located at 270 Park Avenue, New York, New York 10017, in lawful money of the United States of America and in immediately available funds, the principal amount of (a) [SEVEN BILLION

DOLLARS (\$7,000,000,000)] [TWO BILLION, EIGHT HUNDRED MILLION DOLLARS (\$2,800,000,000)] or, if less, (b) the aggregate unpaid principal amount of each Bid Loan which is made by the Lender to the undersigned pursuant to subsection 2.2 of the Credit Agreement referred to below. Pursuant to the Credit Agreement, the principal amount of each Bid Loan evidenced hereby shall be payable on the maturity date therefor set forth on Schedule 1 annexed hereto and made a part hereof or on a continuation thereof which shall be attached hereto and made a part hereof (the "Grid"). The

undersigned further agrees to pay interest in like money at such office on the unpaid principal amount of each Bid Loan evidenced hereby, at the rate per annum set forth in respect of such Bid Loan on the Grid calculated on the basis of a year of 360 days and actual days elapsed from the date of such Bid Loan until the due date thereof (whether at the stated maturity, by acceleration or otherwise) and thereafter at the rates determined in accordance with subsection 2.2(e) of the Credit Agreement. Interest on each Bid Loan evidenced hereby shall be payable on the date or dates set forth in respect of such Bid Loan on the Grid. Bid Loans evidenced by this Note may not be prepaid.

The holder of this Note is authorized to endorse on the Grid the date, amount, interest rate, interest payment dates and maturity date in respect of each Bid Loan made to the undersigned pursuant to subsection 2.2 of the Credit Agreement, and each payment of principal with respect thereto, which endorsement shall constitute prima

EXHIBIT B

Page 2

facie evidence of the accuracy of the information endorsed; provided,

however, that the failure to make any such endorsement shall not affect the

obligations of the undersigned in respect of such Bid Loan.

This Note is one of the Bid Loan Notes referred to in the Credit Agreement dated as of September __, 1994 among American Home Food Products, Inc., a Delaware corporation, Sherwood Medical Company, a Delaware corporation, A. H. Robins Company, Incorporated, a Delaware corporation, American Home Products Corporation, a Delaware corporation, the Lender, the other banks and financial institutions from time to time parties thereto and Chemical Bank, as Agent (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), and is entitled to the benefits thereof.

Upon the occurrence of any one or more of the Events of Default specified in the Credit Agreement, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable, all as provided therein.

All parties now and hereafter liable with respect to this Note, whether maker, principal, surety, guarantor, endorser or otherwise, hereby waive presentment, demand, protest and all other notices of any kind.

Terms defined in the Credit Agreement are used herein with their defined meanings unless otherwise defined herein. This Note shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[AMERICAN HOME PRODUCTS
CORPORATION]
[AMERICAN HOME FOOD PRODUCTS, INC.]
[SHERWOOD MEDICAL COMPANY]
[A. H. ROBINS COMPANY, INCORPORATED]

By _____
Title:

SCHEDULE 1
to
Bid Loan Note

SCHEDULE OF BID LOAN

Date of Loan	Amount of Loan	Interest Rate	Interest Payment Dates	Maturity Date	Payment Date	Author-ization
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EXHIBIT C

Section 2.17 Certificate

Reference is hereby made to the Credit Agreement, dated as of September __, 1994, among American Home Food Products, Inc. , a Delaware corporation, Sherwood Medical Company, a Delaware corporation, A. H. Robins Company Incorporated, a Delaware corporation, American Home Products Corporation, a Delaware corporation, the several banks and other financial institutions from time to time parties to this Agreement and Chemical Bank, a New York banking corporation, as agent for the Lenders hereunder (as amended,

supplemented or otherwise modified from time to time, the "Credit Agreement"). Pursuant to the provisions of Section 2.17 of the Credit Agreement, the undersigned hereby certifies that it is not a "bank" as such term is used in Section 881(c)(3)(A) of the Internal Revenue Code of 1986, as amended.

[NAME OF LENDER]

By: _____
Name:
Title:

EXHIBIT D

[FORM OF BORROWING NOTICE FOR COMMITTED RATE LOANS]

[Date]

Chemical Bank, as Agent
under the Credit Agreement
referred to below
270 Park Avenue
New York, New York 10017

Attention: _____

Gentlemen:

Pursuant to subsection 2.1(d) of the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement")

dated as of September __, 1994 among American Home Food Products, Inc., a Delaware corporation, Sherwood Medical Company, a Delaware corporation, A. H. Robins Company, Incorporated, a Delaware corporation, American Home Products Corporation, a Delaware corporation (the "Company"), the banks and other

financial institutions from time to time parties thereto (the "Lenders") and

Chemical Bank, as Agent for the Lenders, the Company [on behalf of [American Home Food Products, Inc.] [Sherwood Medical Company] [A. H. Robins Company, Incorporated]] hereby requests that the following Committed Rate Loans be made on [date] as follows (the "Proposed Borrowing"):

- (1) Total Amount of Committed Rate Loans \$ _____
- (2) Amount of (1) to be allocated to Eurodollar Loans \$ _____
- (3) Amount of (1) to be allocated to C/D Rate Loans \$ _____
- (4) Amount of (1) to be allocated to Alternate Base Rate Loans . \$ _____

EXHIBIT D
Page 2

(5A) Interest Periods and amounts to be allocated thereto in

respect of Eurodollar Tranches
(amounts must total (2)):

(i) one month

\$ _____

(ii) two months \$ _____

(iii) three months \$ _____

(iv) six months \$ _____

Total Eurodollar Loans . \$ _____
=====

(5B) Interest Periods and amounts
to be allocated thereto in
respect of C/D Rate Tranches
(amounts must total (3)):

(i) 30 days \$ _____

(ii) 60 days \$ _____

(iii) 90 days \$ _____

(iv) 180 days \$ _____

Total C/D Rate Loans . . \$ _____
=====

NOTE: EACH AMOUNT APPEARING IN EACH LINE ABOVE MUST BE AT LEAST EQUAL
TO \$50,000,000 AND IN A WHOLE MULTIPLE OF \$5,000,000

Terms defined in the Credit Agreement shall have
the same meanings when used herein.

The undersigned hereby certifies that the following statements are
true on the date hereof and will be true on the date of the Proposed
Borrowing:

EXHIBIT D
Page 3

(A) the representations and warranties contained in the Credit
Agreement and in the other Credit Documents are and will be true and
correct in all material respects, both before and after giving effect to
the Proposed Borrowing and to the application of the proceeds thereof, with
the same effect as though such representations and warranties had been made
on and as of the date of such Proposed Borrowing (it being understood that
any representation or warranty which by its terms is made as of a specified
date shall be required to be true and correct in all material respects only
as of such specified date); and

(B) no Default or Event of Default has occurred and is continuing, or
would result from such Proposed Borrowing or from the application of the
proceeds thereof.

Very truly yours,

AMERICAN HOME PRODUCTS
CORPORATION

By: _____
Title: _____

EXHIBIT E

[FORM OF BID LOAN REQUEST]

_____, 199_

Chemical Bank, as Agent
under the Credit Agreement
referred to below
270 Park Avenue
New York, New York 10017

Attention: _____

Dear Sirs:

Reference is made to the Credit Agreement, dated as of September __, 1994, among the undersigned, American Home Food Products, Inc., a Delaware corporation, Sherwood Medical Company, a Delaware corporation, A. H. Robins Company, Incorporated, a Delaware corporation, American Home Products Corporation, a Delaware corporation, the banks and other financial institutions from time to time parties thereto (the "Lenders") and Chemical Bank, as Agent

for such Lenders (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"). Terms

defined in the Credit Agreement are used herein as therein defined.

This is an [Index Rate] [Absolute Rate] Bid Loan Request pursuant to subsection 2.2 of the Credit Agreement requesting quotes for the following Bid Loans (the "Proposed Borrowing"):

Note: Pursuant to the Credit Agreement, a Bid Loan Request must be transmitted by facsimile transmission or by telephone, immediately confirmed by facsimile transmission. In any case, a Bid Loan Request shall contain the information specified in the second paragraph of this form.

EXHIBIT E
Page 2

Aggregate Principal Amount* \$ _____ \$ _____ \$ _____

Bid Loan Date _____

Interest Period** _____

Maturity Date*** _____

Interest Payment Dates _____

Interest Rate Basis 360 day year

The undersigned hereby certifies that the following statements are true on the date hereof and will be true on the date of the Proposed Borrowing:

(A) the representations and warranties contained in the Credit Agreement and in the other Credit Documents are and will be true and correct in all material respects, both before and after giving effect to the Proposed Borrowing and to the application of the proceeds thereof, with the same effect as though such representations and warranties had been made on and as of the date of such Proposed Borrowing (it being understood that any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct in all material respects only as of such specified date); and

- * Note that each amount appearing in this line must be at least equal to \$50,000,000 or an integral multiple of \$5,000,000 in excess thereof.
- ** Insert only in an Index Rate Bid Request.
- *** In an Index Rate Bid Request, insert last day of Interest Period.

EXHIBIT E
Page 3

(B) no Default or Event of Default has occurred and is continuing, or would result from such Proposed Borrowing or from the application of the proceeds thereof.

Very truly yours,

AMERICAN HOME PRODUCTS
CORPORATION

By _____
Title:

EXHIBIT F-1

[FORM OF BID LOAN OFFER FOR
ABSOLUTE RATE BID LOAN]

_____, 199_

Chemical Bank, as Agent
under the Credit Agreement
referred to below
270 Park Avenue
New York, New York 10017

Attention: _____

Dear Sirs:

Reference is made to the Credit Agreement, dated as of September
__, 1994, among American Home Food Products, Inc., a Delaware corporation,
Sherwood Medical Company, a Delaware corporation, A. H. Robins Company,
Incorporated, a Delaware corporation, American Home Products Corporation, a
Delaware corporation, the banks and other financial institutions from time to
time parties thereto (the "Lenders"), and Chemical Bank, as Agent for the

Lenders (as amended, supplemented or otherwise modified from time to time,
the "Credit Agreement"). Terms defined in the Credit Agreement are used

herein as therein defined.

In accordance with subsection 2.2 of the Credit Agreement, the
undersigned Lender offers to make Bid Loans thereunder in the following
amounts with the following maturity dates:

Note: Pursuant to the Credit Agreement, a Bid Loan Offer must be
transmitted by facsimile transmission or by telephone, immediately
confirmed by facsimile transmission.

EXHIBIT F-1
Page 2

Bid Loan Date: _____, 199_

Aggregate Maximum Amount: \$ _____

Maturity Date 1 _____: Maturity Date 2 _____: Maturity Date 3 _____:

Maximum Amount \$ _____ Maximum Amount \$ _____ Maximum Amount \$ _____

Rate__ Amount \$ _____ Rate __ Amount \$ _____ Rate __ Amount \$ _____

Rate__ Amount \$ _____ Rate __ Amount \$ _____ Rate __ Amount \$ _____

Very truly yours,

[NAME OF BIDDING BID LOAN LENDER]

By _____

Name:

Title:

Telephone No.:

Fax No:

EXHIBIT F-2

[FORM OF BID LOAN OFFER FOR
INDEX RATE BID LOAN]

_____, 199_

Chemical Bank, as Agent
under the Credit Agreement
referred to below
270 Park Avenue
New York, New York 10017
Attention: _____

Dear Sirs:

Reference is made to the Credit Agreement, dated as of September
__, 1994, among American Home Food Products, Inc., a Delaware corporation,
Sherwood Medical Company, a Delaware corporation, A. H. Robins Company,
Incorporated, a Delaware corporation, American Home Products Corporation, a
Delaware corporation, the banks and other financial institutions from time to
time parties thereto (the "Lenders"), and Chemical Bank, as Agent for the

Lenders (as amended, supplemented or otherwise modified from time to time,
the "Credit Agreement"). Terms defined in the Credit Agreement are used

herein as therein defined.

In accordance with subsection 2.2 of the Credit Agreement, the
undersigned Lender offers to make Bid Loans thereunder in the following
amounts with the following maturity dates:

Note: Pursuant to the Credit Agreement, a Bid Loan Offer must be transmitted by facsimile transmission or by telephone, immediately confirmed by facsimile transmission.

EXHIBIT F-2
Page 2

Bid Loan Date: _____, 199_

Aggregate Maximum Amount: \$ _____

Maturity Date 1 _____: Maturity Date 2 _____: Maturity Date 3 _____:

Maximum Amount \$ _____ Maximum Amount \$ _____ Maximum Amount \$ _____

Margin _____ Amount \$ _____ Margin _____ Amount \$ _____ Margin _____ Amount \$ _____

Margin _____ Amount \$ _____ Margin _____ Amount \$ _____ Margin _____ Amount \$ _____

Very truly yours,

[NAME OF BIDDING BID LOAN LENDER]

By _____
Name:
Title:
Telephone No.:
Fax No:

EXHIBIT G

[FORM OF BID LOAN CONFIRMATION]

_____, 199_

Chemical Bank, as Agent
under the Credit Agreement
referred to below
270 Park Avenue
New York, New York 10017

Attention: _____

Dear Sirs:

Reference is made to the Credit Agreement, dated as of September __, 1994, among American Home Food Products, Inc., a Delaware corporation, Sherwood Medical Company, a Delaware corporation, A. H. Robins Company, Incorporated, a Delaware corporation, American Home Products Corporation, a Delaware corporation, the banks and other financial institutions from time to time parties thereto (the "Lenders"), and Chemical Bank, as Agent for the Lenders (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"). Terms defined in the Credit Agreement are used herein as therein defined.

In accordance with subsection 2.2(b)(iv)(B) of the Credit Agreement, the undersigned accepts [on behalf of [American Home Food Products, Inc.] [Sherwood Medical Company] [A. H. Robins Company, Incorporated]] and confirms the offers by Bid Loan Lender(s) selected by the undersigned to make Bid Loans to [the undersigned] [American Home Food Products, Inc.] [Sherwood Medical Company] [A. H. Robins Company, Incorporated] on _____, 199_ [Bid Loan Date] under subsection 2.2 in the (respective) amount(s) set forth on the attached list of Bid Loans offered.

Very truly yours,

AMERICAN HOME PRODUCTS CORPORATION

By _____
Title:

Note: Company to attach Bid Loan offer list prepared by Agent with accepted amount entered by the Company to right of each Bid Loan offer.

EXHIBIT H

[FORM OF COMMITMENT TRANSFER SUPPLEMENT]

COMMITMENT TRANSFER SUPPLEMENT

Reference is made to the Credit Agreement, dated as of September __, 1994 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among American Home Food Products, Inc., Sherwood Medical Company, A. H. Robins Company, Incorporated (each, a "Subsidiary Borrower"), American Home Products Corporation (the "Company" and together with the Subsidiary Borrowers, the "Borrowers"), the banks and financial institutions from time to time parties thereto (the "Lenders") and Chemical Bank, as agent for the Lenders (in such capacity, the "Agent"). Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

_____ (the "transferor Lender") and

(the "Purchasing Lender") agree as follows:

1. The transferor Lender hereby irrevocably sells and assigns to the Purchasing Lender without recourse to the transferor Lender, and the Purchasing Lender hereby irrevocably purchases and assumes from the transferor Lender without recourse to the transferor Lender, as of the Transfer Effective Date (as defined below), a ____% interest (the "Assigned Interest") in and to the

transferor Lender's rights and obligations under the Credit Agreement with respect to those credit facilities contained in the Credit Agreement as are set forth on Schedule 1 attached hereto (individually, an "Assigned Facility";

collectively, the "Assigned Facilities"), in a principal amount for each

Assigned Facility as set forth on such Schedule 1.

2. The transferor Lender (a) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement or with respect to the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement, any other Credit Document or any other instrument or document furnished pursuant thereto, other than that the transferor Lender has not created any adverse

EXHIBIT H
Page 2

claim upon the interest being assigned by it hereunder and that such interest is free and clear of any such adverse claim; (b) makes no representation or warranty and assumes no responsibility with respect to the financial condition of the Borrowers, any of their Subsidiaries or any other obligor or the performance or observance by the Borrowers, any of their Subsidiaries or any other obligor of any of their respective obligations under the Credit Agreement or any other Credit Document or any other instrument or document furnished pursuant hereto or thereto; and (c) attaches any Committed Rate Notes held by it evidencing the Assigned Facilities and (i) requests that the Agent exchange the attached Committed Rate Notes for new Committed Rate Notes payable to the Purchasing Lender and (ii) if the transferor Lender has retained any interest in the Assigned Facility, requests that the Agent exchange the attached Committed Rate Notes for new Committed Rate Notes payable to the transferor Lender, in each case in amounts which reflect the assignment being made hereby (and after giving effect to any other assignments which have become effective on the Transfer Effective Date).

3. The Purchasing Lender (a) represents and warrants that it is legally authorized to enter into this Commitment Transfer Supplement; (b) confirms that it has received a copy of the Credit Agreement, together with copies of the financial statements referred to in subsection 3.1 thereof, the financial statements delivered pursuant to subsection 5.1 thereof, if any, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Commitment Transfer Supplement; (c) agrees that it will, independently and without reliance upon the transferor Lender, the Agent, CBAS or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement, the other Credit Documents or any other instrument or document furnished pursuant hereto or thereto; (d) appoints and authorizes the Agent to take such action as agent on its behalf and to exercise such powers and discretion under the Credit Agreement, the other Credit Documents or any other instrument or document furnished pursuant hereto or thereto as are delegated to the Agent by the terms thereof, together with such powers as are incidental

EXHIBIT H
Page 3

thereto; and (e) agrees that it will be bound by the provisions of the Credit Agreement and will perform in accordance with its terms all the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender including, if it is organized under the laws of a jurisdiction outside the United States, its obligations pursuant to subsection 2.17 of the Credit Agreement.

4. The effective date of this Commitment Transfer Supplement shall be _____, 19__ (the "Transfer Effective Date"). Following the

execution of this Commitment Transfer Supplement, it will be delivered to the Agent for acceptance by it and recording by the Agent pursuant to the Credit Agreement, effective as of the Transfer Effective Date (which shall not, unless otherwise agreed to by the Agent, be earlier than five Business Days after the date of such acceptance and recording by the Agent).

5. Upon such acceptance and recording, from and after the Transfer Effective Date, the Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Purchasing Lender whether such amounts have accrued prior to the Transfer Effective Date or accrue subsequent to the Transfer Effective Date. The transferor Lender and the Purchasing Lender shall make all appropriate adjustments in payments by the Agent for periods prior to the Transfer Effective Date or, with respect to the making of this assignment, directly between themselves.

6. From and after the Transfer Effective Date, (a) the Purchasing Lender shall be a party to the Credit Agreement and, to the extent provided in this Commitment Transfer Supplement, have the rights and obligations of a Lender thereunder and under the other Credit Documents and shall be bound by the provisions thereof and (b) the transferor Lender shall, to the extent provided in this Commitment Transfer Supplement, relinquish its rights and be released from its obligations under the Credit Agreement.

7. This Commitment Transfer supplement shall be governed by and construed in accordance with the laws of the State of New York.

EXHIBIT H
Page 4

IN WITNESS WHEREOF, the parties hereto have caused this Commitment Transfer Supplement to be executed as of the date first above written by their respective duly authorized officers on Schedule 1 hereto.

EXHIBIT H
Page 5

SCHEDULE 1
TO COMMITMENT TRANSFER SUPPLEMENT
RELATING TO THE CREDIT AGREEMENT, DATED AS OF SEPTEMBER ____, 1994,
AMONG
AMERICAN HOME FOOD PRODUCTS, INC., SHERWOOD MEDICAL COMPANY,
A. H. ROBINS COMPANY, INCORPORATED, AMERICAN HOME PRODUCTS CORPORATION,
THE LENDERS NAMED THEREIN
AND
CHEMICAL BANK, AS AGENT FOR THE LENDERS (IN SUCH CAPACITY, THE
"AGENT")

Name of transferor Lender:

Name of Purchasing Lender:

Transfer Effective Date of Assignment:

Credit Facility Assigned	Principal Amount Assigned	Commitment Percentage Assigned ^{1/}
	\$ _____	. _____ %

[NAME OF PURCHASING LENDER]

[NAME OF TRANSFEROR LENDER]

By _____

By _____

Name:
Title:

Name:
Title:

Accepted:

CHEMICAL BANK, AS AGENT

Consented to:

AMERICAN HOME PRODUCTS CORPORATION

By _____

By _____

Name:
Title:

Name:
Title:

1/ - Calculate the Commitment Percentage that is assigned to
 - at least 15 decimal places and show as a percentage of
 the aggregate commitments of all Lenders.

EXHIBIT I

[FORM OF CERTIFICATE OF
SECRETARY OF A BORROWER]

SECRETARY'S CERTIFICATE

Pursuant to Section 4.1(b) of the Credit Agreement (the "Credit Agreement"), dated as of September __, 1994, among American Home Food

Products, Inc., a Delaware corporation, Sherwood Medical Company, a Delaware corporation, A. H. Robins Company, Incorporated, a Delaware corporation, American Home Products Corporation, a Delaware corporation (the "Company"),

the banks and other financial institutions from time to time parties thereto (the "Lenders") and Chemical Bank, as agent for the Lenders (in such

capacity, the "Agent"), the undersigned _____ of [American Home Food Products, Inc.] [Sherwood Medical Company] [A. H. Robins Company, Incorporated] [the Company] hereby certifies as follows:

1. Attached hereto as Annex I is a true and complete copy of resolutions duly adopted by the Board of Directors of [American Home Food Products, Inc.] [Sherwood Medical Company] [A. H. Robins Company, Incorporated] [the Company] on _____ 1994, and such resolutions have not in any way been rescinded or modified and have been in full force and effect since their adoption to and including the date hereof and are now in full force and effect; and such resolutions are the only corporate proceedings of [American Home Food Products, Inc.] [Sherwood Medical Company] [A. H. Robins Company, Incorporated] [the Company] now in force relating to or affecting the matters referred to therein.

2. Attached hereto as Annex II is a true and complete copy of the By-laws of [American Home Food Products, Inc.] [Sherwood Medical Company] [A. H. Robins Company, Incorporated] [the Company] as in effect at all times since _____, to and including the date hereof.

3. Attached hereto as Annex III is a true and complete copy of the [Restated] Certificate of Incorporation of [American Home Food Products, Inc.] [Sherwood Medical Company] [A. H. Robins Company,

EXHIBIT I
Page 2

Incorporated] [the Company] and all amendments thereto as in effect on the date hereof.

4. The following person is now a duly elected and qualified officer of [American Home Food Products, Inc.] [Sherwood Medical Company] [A. H. Robins Company, Incorporated] [the Company], holding the office indicated next to his name below, and such officer has held such office with [American Home Food Products, Inc.] [Sherwood Medical Company] [A. H. Robins Company, Incorporated] [the Company] at all times since _____ to and including the date hereof, and the signature appearing opposite his name below is his true and genuine signature, and such officer is duly authorized to execute and deliver on behalf of [American Home Food Products, Inc.] [Sherwood Medical Company] [A. H. Robins Company, Incorporated] [the Company] the Credit Agreement and the Notes of [American Home Food Products, Inc.] [Sherwood Medical Company] [A. H. Robins Company, Incorporated] [the Company] to be issued pursuant thereto and to act as a Responsible Officer on behalf of [American Home Food Products, Inc.] [Sherwood Medical Company] [A. H. Robins Company, Incorporated] [the Company] under the Credit Agreement:

Name Office Signature

The undersigned hereby certifies that the following statements are

true on the date hereof:

(A) the representations and warranties contained in the Credit Agreement and in the other Credit Documents are true and correct in all material respects on the date hereof (it being understood that any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct in all material respects only as of such specified date); and

(B) no Default or Event of Default has occurred and is continuing.

EXHIBIT I
Page 3

IN WITNESS WHEREOF, the undersigned has hereunto set his/her name and affixed the corporate seal of [American Home Food Products, Inc.] [Sherwood Medical Company] [A. H. Robins Company, Incorporated] [the Company].

_____ of [American Home Food
Products, Inc.] [Sherwood Medical Company] [A. H. Robins
Company, Incorporated] [the Company]

(CORPORATE SEAL)

Date: September __, 1994

I, _____, _____ of [American Home Food Products, Inc.] [Sherwood Medical Company] [A. H. Robins Company, Incorporated] [the Company], hereby certify that _____, whose genuine signature appears above, is, and has been at all times since _____, a duly elected, qualified and acting _____ of [American Home Food Products, Inc.] [Sherwood Medical Company] [A. H. Robins Company, Incorporated] [the Company].

_____ of [American Home Food
Products, Inc.] [Sherwood Medical Company] [A. H. Robins
Company, Incorporated] [the Company]

September __, 1994

EXHIBIT J

[FORM OF OPINION OF GENERAL COUNSEL TO THE COMPANY]

September __, 1994

To the Lenders that are parties
to the Credit Agreement referred
to below and to Chemical Bank,
as Agent
c/o Chemical Bank
270 Park Avenue
New York, New York 10017-2070

Dear Sirs:

I am Senior Vice President and General Counsel of American Home

Products Corporation, a Delaware corporation (the "Company"), and have acted as counsel to the Company and to each of American Home Food Products, Inc., Sherwood Medical Company and A.H. Robins Company, Incorporated, each a Delaware corporation (each, a "Subsidiary Borrower"; and, together with the Company, the "Borrowers") in connection with the execution and delivery of the Credit Agreement, dated as of September __, 1994 (the "Credit Agreement"), among the Borrowers and yourselves, and the execution and delivery pursuant thereto of the Committed Rate Notes and Bid Loan Notes of the Borrowers dated the date hereof. I have also acted as counsel to the Company in connection with the proposed acquisition by AC Acquisition Corp., a Delaware corporation ("Acq. Sub."), of American Cyanamid Company, a Maine corporation ("AC"), pursuant to the Offer to Purchase, dated August 10, 1994 (as amended through the date hereof, the "Offer to Purchase") and the Agreement and Plan of Merger, dated as of August 17, 1994, among AC, the Company and Acq. Sub. (the "Merger Agreement").

This opinion is delivered to you pursuant to Section 4.1(c) of the Credit Agreement. Terms used herein which are defined in the Credit Agreement shall have the respective meanings set forth in the Credit Agreement, unless otherwise defined herein.

In connection with this opinion, I have examined originals or copies of each of the Documents available as

EXHIBIT J

Page 2

of the date hereof and such corporate documents and records of the Borrowers and certificates of public officials and officers of the Borrowers, and such other documents as I have deemed necessary or appropriate for the purposes of this opinion. In stating my opinion, I have assumed the genuineness of all signatures of, and the authority of, persons signing the Credit Agreement on behalf of parties thereto other than the Borrowers, the authenticity of all documents submitted to me as originals and the conformity to authentic original documents of all documents submitted to me as certified, conformed or photostatic copies.

Based upon the foregoing, I am of the opinion that:

1. Each of the Company, its Significant Subsidiaries and each Subsidiary Borrower (a) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, (b) has the corporate or partnership power and authority and the legal right to own and operate all its material property, to lease the material property it operates as lessee and to conduct the business in which it is currently engaged and (c) to the best of my knowledge, is duly qualified as a foreign corporation or partnership and in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification, except where the failure to be so qualified would not reasonably be expected to have a Material Adverse Effect.

2. Each of the Company and the other Borrowers has the corporate power and authority and the legal right to make, deliver and perform each of the Credit Documents to which it is a party and has taken all necessary action to authorize the execution, delivery and performance of the Credit Documents to which it is a party. No consent or authorization of, filing with or other act by or in respect of any Governmental Authority or any other Person is required to be made or obtained by the Company or the other Borrowers in connection with the borrowings under the Credit Agreement or with the execution, delivery or performance of any Credit Document to which each of the Company or the other Borrowers is a party or with the validity or enforceability of any Credit Document against

EXHIBIT J

Page 3

each Borrower which is a party thereto, other than any such consents,

authorizations, filings or other acts which have been made or obtained prior to the date hereof and which remain in full force and effect. Each of the Company and the other Borrowers has duly executed and delivered each of the Documents to which it is a party and each such Document constitutes a legal, valid and binding obligation of the Company or such other Borrower, as the case may be, enforceable against the Company or such other Borrower, as the case may be, in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

3. The execution, delivery and performance of each Credit Document, the borrowings under the Credit Agreement and the use of the proceeds of the Loans will not violate any Requirement of Law under the federal laws of the United States, the laws of the State of New York or the General Corporation Law of the State of Delaware, or, to the best of my knowledge, any Contractual Obligation of the Company, any of its Significant Subsidiaries or any Subsidiary Borrowers, and will not result in, or require, the creation or imposition of any Lien on any of its or their respective properties or revenues pursuant to any such Requirement of Law or, to the best of my knowledge, Contractual Obligation.

4. No litigation, investigation or proceeding of or before any arbitrator or Governmental Authority is pending or, to the best of my knowledge, threatened by or against the Company or any of its Subsidiaries or any of their respective Subsidiaries or against any of its or their respective properties or revenues (a) with respect to any Credit Document or Loans or any of the transactions contemplated thereby, (b) which would reasonably be expected to have a Material Adverse Effect or (c) which would reasonably be expected to have a material adverse effect on the ability of the Company to consummate in a timely manner the Acquisition in accordance with Section 5.9 of the Credit Agreement.

EXHIBIT J
Page 4

5. None of the Borrowers is an "investment company," or a company "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended.

6. All necessary material governmental and third-party approvals that are required to be obtained by the Company and Acq. Sub. pursuant to any presently existing law or regulation of the United States of America, the State of New York or the Delaware General Corporation Law in connection with the purchase of shares of AC pursuant to the Offer to Purchase, the transactions contemplated thereby and otherwise referred to therein have been obtained and remain in effect, and all waiting periods applicable under such laws and regulations to the consummation of such transactions have expired without, in all such cases, any action being taken by a competent authority which materially restrains, prevents, or imposes materially adverse conditions upon or unduly hinders the consummation of the purchase of shares of AC pursuant to the Offer to Purchase in accordance with Section 5.9 of the Credit Agreement. Additionally, except to the extent consented to by the Majority Lenders there does not exist any judgment, order, injunction or other restraint issued or filed with respect to the making of Loans or which would reasonably be expected to materially impair the right or ability of Acq. Sub. to purchase the Shares pursuant to the Offer to Purchase or to consummate the Merger.

I have no reason to believe that the Schedule 14D-1 and any amendments thereto (except as to the financial statements or other financial data contained therein and as to any information contained therein regarding AC and its subsidiaries, as to each of which I express no belief) as of the date of its filing with the SEC contained any untrue statement of material fact or omitted to state any material fact necessary in order to make the statement made therein, in the light of the circumstances under which they were made, not misleading.

I am qualified to practice law only in New York and I am not expert in and express no opinion as to the laws of other jurisdictions other than the federal law of the United States and the General Corporation Law of the State of Delaware.

This opinion has been rendered solely for your benefit in connection with the Credit Agreement and the transactions contemplated thereby and may not be relied upon by you for any other purpose, or relied upon by any other Person, firm or corporation without our prior written consent; provided, however, that

this opinion may be delivered to your regulators, accountants, attorneys and other professional advisers and may be used in connection with any legal or regulatory proceeding relating to the subject matter of this opinion.

Very truly yours,

EXHIBIT K

[FORM OF RELEASE]

ACKNOWLEDGMENT AND RELEASE

ACKNOWLEDGEMENT AND RELEASE, dated as of _____, 199_, [insert Termination Date applicable to the Exiting Lender] by and among (a) _____ (the "Exiting Lender"), a party to the Credit Agreement, dated as

of September __, 1994, among American Home Food Products, Inc., a Delaware corporation, Sherwood Medical Company, a Delaware corporation, A. H. Robins Company, Incorporated, a Delaware corporation (each, a "Subsidiary Borrower"), American Home Products Corporation, a Delaware corporation (the "Company" and together with the Subsidiary Borrowers, the "Borrowers"), the banks and financial institutions parties thereto (together with the Exiting Lender, the "Lenders") and Chemical Bank, as agent for the Lenders (in such

capacity, the "Agent") (as amended, supplemented or otherwise modified from

time to time, the "Credit Agreement"), (b) the Borrowers and (c) the Agent.

Unless otherwise defined herein, terms which are defined in the Credit Agreement and used herein are so used as so defined.

W I T N E S S E T H :

WHEREAS, pursuant to subsection 2.18(b) of the Credit Agreement, the Company has requested that the Termination Date of (and as defined in) the A Credit Agreement be extended and, having received an affirmative response to such request from the Majority A Lenders under (and as defined in) the A Credit Agreement, has advised the Agent to have the Termination Date of (and as defined in) the A Credit Agreement extended as to those Lenders under (and as defined in) the A Credit Agreement that have agreed to such extension;

WHEREAS, the Exiting Lender (in its capacity as a "Lender" under the A Credit Agreement) has not agreed to such extension;

WHEREAS, the Company has elected to prepay the outstanding Committed Rate Loans of the Exiting Lender under the Credit Agreement in full (together with such other amounts referred to in subsection 2.18(b) of the Credit Agreement (other than Bid Loans of such Exiting Lender), including, without limitation, amounts payable pursuant to subsection 2.18(b)) and to terminate the Commitment of the Exiting Lender pursuant to subsection 2.18(b) of the Credit Agreement; and

WHEREAS, in connection with such actions, this Acknowledgment and Release must be duly executed by the parties hereto in accordance with the terms and provisions of subsection 2.18(b) of the Credit Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. Upon the execution and delivery of this Acknowledgment and Release by the parties hereto, the Exiting Lender shall no longer be a party to the Credit Agreement and shall no longer have any rights or obligations thereunder (other than pursuant to (i) subsections 2.2, 2.17 and 8.5 of the Credit Agreement and (ii) subsections 2.15 and 2.16 of the Credit Agreement in respect of events occurring on or prior to the date hereof in accordance with the terms of such subsections and subsection 2.18(b) of the Credit Agreement) and the Exiting Lender shall deliver to the Company, acting for itself and on behalf of each Subsidiary Borrower, any and all Committed Rate Notes held by the Lender pursuant to the Credit Agreement.

2. It is a condition precedent to the effectiveness of this Acknowledgment and Release by the Exiting Lender that any and all amounts in respect of principal and interest on the Committed Rate Notes and the Facility Fee owing to the Exiting Lender under the Credit Agreement shall have been paid to the Exiting Lender in full. The amount of such principal on the date hereof is \$_____ and the amounts accrued in respect of such interest and the Facility Fee through the date hereof are \$_____ and \$_____, respectively.

3. This Acknowledgment and Release may be executed by one or more of the parties hereto in any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

4. This Acknowledgment and Release and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

EXHIBIT K
Page 3

IN WITNESS WHEREOF, each of the undersigned has caused this Acknowledgment and Release to be executed and delivered by a duly authorized officer thereof as of the date first above written.

_____,
as Exiting Lender

By: _____
Title:

AMERICAN HOME FOOD PRODUCTS, INC.

By: _____
Title:

SHERWOOD MEDICAL COMPANY

By: _____
Title:

A. H. ROBINS COMPANY, INCORPORATED

By: _____
Title:

AMERICAN HOME PRODUCTS CORPORATION

By: _____
Title:

CHEMICAL BANK, as Agent

By: _____
Title:

\$3,000,000,000

CREDIT AGREEMENT

among

AMERICAN HOME PRODUCTS CORPORATION,

AMERICAN HOME FOOD PRODUCTS, INC.,

SHERWOOD MEDICAL COMPANY,

A. H. ROBINS COMPANY, INCORPORATED,

THE LENDERS PARTIES HERETO

and

CHEMICAL BANK,
as Agent

Dated as of September 9, 1994

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Exhibit H	Form of Commitment Transfer Supplement
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Exhibit K	Form of Acknowledgement and Release

(iii)

CREDIT AGREEMENT, dated as of September 9, 1994, among AMERICAN HOME FOOD PRODUCTS, INC., a Delaware corporation, SHERWOOD MEDICAL COMPANY, a Delaware corporation, A. H. ROBINS COMPANY, INCORPORATED, a Delaware corporation (each, a "Subsidiary Borrower"), AMERICAN HOME PRODUCTS CORPORATION, a Delaware corporation (the "Company", and together with the Subsidiary Borrowers, the "Borrowers"), the several banks and other financial institutions from time to time parties to this Agreement (collectively, the "Lenders"; individually, a "Lender") and CHEMICAL BANK, a New York banking corporation, as agent for the Lenders hereunder (in such capacity, the "Agent").

W I T N E S S E T H :
- - - - -

WHEREAS, the Borrowers have requested the Lenders to make loans to them in an amount up to \$3,000,000,000 as more particularly described herein;

WHEREAS, the Lenders are willing to make such loans on the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto hereby agree as follows:

SECTION 1. DEFINITIONS

1.1 Defined Terms. As used in this Agreement, terms defined in the preamble to this Agreement have the meanings therein indicated, and the following terms have the following meanings:

"A Credit Agreement": the Credit Agreement, dated as of September 9, 1994 among the Subsidiary Borrowers, the Company, the lenders party thereto and Chemical, as agent, as in effect from time to time.

"Absolute Rate Bid Loan Request": any Bid Loan Request requesting the Bid Loan Lenders to offer to make Bid Loans at an absolute rate (as opposed to a rate composed of the Applicable Index Rate plus (or minus) a margin).

"AC": American Cyanamid Company, a Maine corporation.

--

"Acq. Sub.": AC Acquisition Corp., a Delaware corporation.

"Acquisition": (x) the purchase by Acq. Sub. for cash of outstanding

Shares pursuant to the Offer to Purchase and (y) the Merger.

"Additional Tender Offer Documents": shall mean all amendments and

exhibits to, and documents related to, the Tender Offer Documents filed
with the SEC under the Securities Exchange Act of 1934, as amended, or
distributed to the stockholders of AC, in each case to the extent delivered
to the Lenders after September 2, 1994 and shall include any Merger
Documents first delivered to the Lenders after such date.

"Adjusted Capitalization": at any time, the sum of Consolidated

Adjusted Indebtedness plus Consolidated Net Worth.

"Affiliate": as to any Person, any other Person (including an

Unrestricted Subsidiary, but excluding any other Subsidiary) which,
directly or indirectly, is in control of, is controlled by, or is under
common control with, such Person. For purposes of this definition, a
Person shall be deemed to be "controlled by" a Person if such Person
possesses, directly or indirectly, power either (a) to vote 10% or more of
the securities having ordinary voting power for the election of directors
of such Person or (b) to direct or cause the direction of the management
and policies of such Person whether by contract or otherwise.

"Agent": as defined in the first paragraph of this Agreement.

"Aggregate Commitments": at any time the sum of the Commitments then

in effect hereunder and of the commitments then in effect under the A
Credit Agreement.

"Aggregate Loans": at a particular time, the sum of the then

aggregate outstanding principal amount of Committed Rate Loans and Bid
Loans.

"Agreement": this Credit Agreement, as amended, supplemented or

modified from time to time in accordance with its terms.

"Allocation Date": the date on which the Agent and the Company

allocate the Commitments hereunder to the Lenders.

"Alternate Base Rate": for any day, a rate per annum equal to the

greatest of (a) the Prime Rate in effect on such day, (b) the Base C/D Rate
in effect on such day plus 1% and (c) the Federal Funds Effective Rate in
effect on such day plus 1/2 of 1%. For purposes hereof: "Prime Rate"

shall mean the rate of interest per annum publicly announced from time to
time by Chemical as its prime rate in effect at its principal office in New
York City (each change in the Prime Rate to be effective on the date such
change is publicly announced); "Base C/D Rate" shall mean the sum (rounded

upwards, if necessary, to the next 1/16 of 1%) of (a) the product of (i)
the Three-Month Secondary C/D Rate and (ii) a fraction, the numerator of
which is one and the denominator of which is one minus the C/D Reserve
Percentage and (b) the C/D Assessment Rate; "Three-Month Secondary C/D

Rate" shall mean, for any day, the secondary market rate for three-month

certificates of deposit reported as being in effect on such day (or, if
such day shall not be a Business Day, the immediately preceding Business
Day) by the Board of Governors of the Federal Reserve System (the "Board")

through the public information telephone line of the Federal Reserve Bank
of New York (which rate will, under the current practices of the Board of
Governors of the Federal Reserve System, be published in Federal Reserve
Statistical Release H.15(519) during the week following such day), or, if
such rate shall not be so reported on such day or such immediately
preceding Business Day, the average of the secondary market quotations for
three-month certificates of deposit of major money center banks in New York
City received at approximately 10:00 A.M., New York City time, on such day
(or, if such day shall not be a Business Day, on the immediately preceding
Business Day) by the Agent from three New York City negotiable certificate
of deposit dealers of recognized standing selected by it; and "Federal

Funds Effective Rate" shall mean, for any day, the weighted average of the

rates on overnight federal funds transactions with members of the Federal
Reserve System arranged by federal funds brokers, as published on the next
succeeding Business

Day by the Federal Reserve Bank of New York, or, if such rate is not so published on the next succeeding Business Day, the average of the quotations for the day of such transactions received by the Agent from three federal funds brokers of recognized standing selected by it. If for any reason the Agent shall have determined (which determination shall be conclusive in the absence of manifest error) that it is unable to ascertain the Base C/D Rate or the Federal Funds Effective Rate, or both, for any reason, including the inability or failure of the Agent to obtain sufficient quotations in accordance with the terms thereof, the Alternate Base Rate shall be determined without regard to clause (b) or (c), or both, of the first sentence of this definition, as appropriate, until the circumstances giving rise to such inability no longer exist. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Three-Month Secondary C/D Rate or the Federal Funds Effective Rate shall be effective on the opening of business on the date of such change.

"Alternate Base Rate Loans": Committed Rate Loans that bear interest

at an interest rate based on the Alternate Base Rate.

"Applicable Index Rate": in respect of any Bid Loan requested

pursuant to an Index Rate Bid Loan Request, the Eurodollar Rate applicable to the Interest Period for such Bid Loan.

"Applicable Margin": for any day, the rate per annum set forth below

opposite the Rating Period then in effect, it being understood that the Applicable Margin for (x) Alternate Base Rate Loans shall be the percentage set forth under the column "Alternate Base Rate Margin", (y) C/D Rate Loans shall be the percentage set forth under the column "C/D Rate Margin" and (z) Eurodollar Rate Loans shall be the percentage set forth under the column "Eurodollar Rate Margin", provided that during a Significant Usage Period, the Applicable Margin for all such Loans shall be increased by (i) 0% during a Category A Period, (ii) .05% during a Category B Period, (iii) .075% during a Category C Period, (iv) .10% during a Category D Period and (v) .125% during a Category E Period:

Rating	Alternate Base Rate	C/D Rate	Eurodollar Rate
Period	Margin	Margin	Margin
Category A Period	0%	.225%	.10%
Category B Period	0%	.245%	.12%
Category C Period	0%	.325%	.20%
Category D Period	0%	.375%	.25%
Category E Period	0%	.425%	.30%

"Base C/D Rate": as defined in the definition of Alternate Base Rate.

"Bid Loan": each Bid Loan made pursuant to subsection 2.2.

"Bid Loan Confirmation": each confirmation by the Borrower of its acceptance of Bid Loan Offers, which Bid Loan Confirmation shall be substantially in the form of Exhibit G and shall be delivered to the Agent by facsimile transmission.

"Bid Loan Date": in respect of a Bid Loan, the day on which a Bid Loan Lender makes such Bid Loan pursuant to subsection 2.2.

"Bid Loan Lenders": Lenders from time to time designated as Bid Loan Lenders by the Company by written notice to the Agent (which notice the

Agent shall transmit to each such Bid Loan Lender).

"Bid Loan Note": as defined in subsection 2.2(b)(vii); collectively,

the "Bid Loan Notes".

"Bid Loan Offer": each offer by a Bid Loan Lender to make Bid Loans

pursuant to a Bid Loan Request, which Bid Loan Offer shall contain the
information specified in Exhibit F-1, in the case of an Absolute Rate Bid
Loan Request, or F-2, in the case of an Index Rate Bid Loan Request, and
shall be delivered to the Agent by facsimile transmission or by telephone
immediately confirmed by facsimile transmission.

"Bid Loan Request": each request by the Company, on behalf of the

respective Borrower, for Bid Loan

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Lenders to submit bids to make Bid Loans, which shall contain the
information in respect of such requested Bid Loans specified in Exhibit E
and shall be delivered to the Agent by facsimile transmission or by
telephone, immediately confirmed by facsimile transmission.

"Borrower": as defined in the first paragraph of this Agreement.

"Borrowing Date": in respect of any Committed Rate Loan, the date

such Committed Rate Loan is made.

"Business": as defined in subsection 3.10.

"Business Day": a day other than a Saturday, Sunday or other day on

which commercial banks in New York, New York are authorized or required by

law to close; provided, however, that when used in connection with a rate

determination, borrowing or payment in respect of a Eurodollar Loan or an
Index Rate Bid Loan, the term "Business Day" shall also exclude any day on
which commercial banks are not open for dealings in Dollar deposits in the
London interbank market.

"Category A Period": at any time that either (i) the S&P Credit Rating

is AAA or (ii) the Moody's Credit Rating is Aaa.

"Category B Period": at any time that either (i) the S&P Credit

Rating is AA- or higher or (ii) the Moody's Credit Rating is Aa3 or higher,
and in either case a Category A Period is not then in effect.

"Category C Period": at any time that either (i) the S&P Credit

Rating is A- or higher or (ii) the Moody's Credit Rating is A3 or higher,
and in either case neither a Category A Period nor a Category B Period is
then in effect.

"Category D Period": at any time that either (i) the S&P Credit

Rating is BBB or higher or (ii) the Moody's Credit Rating is Baa2 or
higher, and in either case neither a Category A Period, Category B Period
nor a Category C Period is then in effect.

"Category E Period": at any time when neither a Category A Period,

Category B Period, Category C Period nor Category D Period is then in
effect.

"C/D Assessment Rate": for any day, the net annual assessment rate

(rounded upward to the nearest 1/100th of 1%) determined by Chemical to be payable on such day to the Federal Deposit Insurance Corporation or any successor ("FDIC") for FDIC's insuring time deposits made in Dollars at ----- offices of Chemical in the United States.

"C/D Base Rate": with respect to each day during each Interest Period

pertaining to a C/D Rate Loan, the rate of interest per annum determined by the Agent to be the arithmetic average (rounded upward to the nearest 1/16th of 1%) of the respective rates notified to the Agent by each of the Reference Lenders as the average rate bid at 9:00 A.M., New York City time, or as soon thereafter as practicable, on the first day of such Interest Period by a total of three certificate of deposit dealers of recognized standing selected by such Reference Lender for the purchase at face value from such Reference Lender of its certificates of deposit in an amount comparable to the C/D Rate Loan of such Reference Lender to which such Interest Period applies and having a maturity comparable to such Interest Period.

"C/D Rate": with respect to each day during each Interest Period

pertaining to a C/D Rate Loan, a rate per annum determined for such day in accordance with the following formula (rounded upward to the nearest 1/100th of 1%):

C/D Base Rate

+ C/D Assessment Rate

1.00 - C/D Reserve Percentage

"C/D Rate Loans": Committed Rate Loans that bear interest at an

interest rate based on the C/D Rate.

"C/D Reserve Percentage": for any day as applied to any C/D Rate

Loan, that percentage (expressed as a decimal) which is in effect on such day, as prescribed by the Board of Governors of the Federal Reserve System (or any successor), for determining the maximum reserve requirement for a member bank of the Federal Reserve System in New York City with deposits exceeding one billion Dollars in respect of new non-personal time deposits in Dollars in New York City having a maturity

comparable to the Interest Period for such C/D Rate Loan and in an amount of \$100,000 or more.

"Chemical": Chemical Bank.

"Code": the Internal Revenue Code of 1986, as amended from time to

time.

"Commitment": as to any Lender, the obligation of such Lender to make

Committed Rate Loans to the Borrowers hereunder in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender's name on Schedule I hereof, as such amount may from time to time be reduced in accordance with this Agreement; collectively, as to all the Lenders, the "Commitments".

"Commitment Percentage": as to any Lender at any time, the percentage

which such Lender's Commitment then constitutes of the aggregate Commitments (or, at any time after the Commitments shall have expired or terminated, the percentage which the aggregate principal amount of such Lender's Loans then outstanding constitutes of the aggregate principal amount of the Loans then outstanding).

"Commitment Period": the period from and including the Effective Date

to but not including the Termination Date or such earlier date on which the Commitments shall terminate as provided herein.

"Commitment Transfer Supplement": a Commitment Transfer Supplement,

substantially in the form of Exhibit H.

"Committed Rate Loans": Loans made pursuant to subsection 2.1.

"Committed Rate Note": as defined in subsection 2.1(c); collectively,

the "Committed Rate Notes".

"Commonly Controlled Entity": an entity, whether or not incorporated,

which is under common control with the Company within the meaning of Section 4001 of ERISA or is part of a group which includes the Company and which is treated as a single employer under Section 414 of the Code.

"Company": as defined in the first paragraph of this Agreement.

"Consolidated Adjusted Indebtedness": at any date of determination,

(i) Consolidated Indebtedness at such date minus (ii) all cash, cash equivalents and marketable securities held by the Company and its Subsidiaries at such date free of liens, restrictions and other encumbrances (other than as arising by operation of law in the ordinary course of business).

"Consolidated Indebtedness": at any date of determination, the

principal amount of all Indebtedness of the Company and its Subsidiaries required in accordance with GAAP to be accounted for as debt, determined on a consolidated basis in accordance with GAAP, provided that there shall be

excluded from Consolidated Indebtedness up to \$500,000,000 in respect of Financing Leases arising as a result of sale-leaseback transactions and which would otherwise be included in the calculation of Consolidated Indebtedness.

"Consolidated Net Worth": at any date of determination, the stock-

holders' equity of the Company and its Subsidiaries determined in accordance with GAAP and as would be reflected on a consolidated balance sheet of the Company and its Subsidiaries plus the minority interests

reflected on such consolidated balance sheet; provided that there shall be

excluded from determining Consolidated Net Worth of the Company and its Subsidiaries (i) any foreign currency translation adjustment which otherwise would be included therein, (ii) the non-cash effects of any accounting standards adopted or issued by the Financial Accounting Standards Board after the date hereof and (iii) the non-cash effects of any unusual charges or restructuring charges.

"Consolidated Tangible Assets": at the time of determination thereof,

the aggregate amount of all assets (as reflected on a consolidated balance sheet of the Company and its Subsidiaries) after deducting therefrom all goodwill, trade names, trademarks, patents, unamortized debt discount and expenses (to the extent included in said aggregate amount of assets) and other like intangibles, as set forth on the most recent consolidated

balance sheet of the Company and its Subsidiaries and computed in accordance with GAAP.

"Continuing Director": as defined in subsection 6(h).

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"Contractual Obligation": as to any Person, any provision of any

security issued by such Person or of any agreement, instrument or undertaking to which such Person is a party or by which it or any of its property is bound.

"Credit Documents": this Agreement and each of the Notes.

"Default": any of the events specified in Section 6, whether or not

any requirement for the giving of notice or the lapse of time, or both, or any other condition, has been satisfied.

"Documents": the Credit Documents and the Transaction Documents.

"Dollars" and "\$": dollars in lawful currency of the United States of

America.

"Domestic Lending Office": initially, the office of each Lender

designated as such Lender's Domestic Lending Office set forth opposite such Lender's name on Schedule II hereof; thereafter, such other office of such Lender as such Lender may from time to time specify to the Agent and the Borrower as the office of such Lender at which the C/D Rate Loans and Alternate Base Rate Loans of such Lender are to be made.

"Effective Date": the date on which each of the conditions specified

in subsection 4.1 are satisfied in full or waived in accordance with this Agreement.

"Eligible Transferee": shall mean and include a commercial bank,

financial institution or other "accredited investor" (as defined in Regulation D of the Securities Act of 1933, as amended).

"Environmental Laws": any and all foreign, Federal, state, local or

municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, requirements of any Governmental Authority or other Requirements of Law (including common law) regulating, relating to or imposing liability or standards of conduct concerning protection of human health or the environment, as now or may at any time be in effect during the term of this Agreement.

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"ERISA": the Employee Retirement Income Security Act of 1974, as

amended from time to time.

"Eurodollar Lending Office": initially, the office of each Lender

designated as such Lender's Eurodollar Lending Office set forth opposite such Lender's name on Schedule II hereof; thereafter, such other office of such Lender as such Lender may from time to time specify to the Agent and the Borrower as the office of such Lender at which the Eurodollar Loans of such Lender are to be made.

"Eurodollar Loans": Committed Rate Loans the rate of interest

applicable to which is based upon the Eurodollar Rate.

"Eurodollar Rate": with respect to each day during each Interest

Period pertaining to a Eurodollar Loan or an Index Rate Bid Loan, the rate per annum equal to the average (rounded upward to the nearest 1/16th of 1%) of the respective rates notified to the Agent by each of the Reference Lenders as the rate at which such Reference Lender is offered Dollar deposits at or about 10:00 A.M., New York City time, two Business Days prior to the beginning of such Interest Period in the interbank eurodollar market where the eurodollar and foreign currency and exchange operations of such Reference Lender are customarily conducted for delivery on the first day of such Interest Period for the number of days comprised therein and in an amount (i) in the case of Eurodollar Loans, comparable to the amount of the Eurodollar Loan of such Reference Lender to be outstanding during such Interest Period and (ii) in the case of an Index Rate Bid Loan by a Bid Loan Lender, equal to the amount of the Index Rate Bid Loan or Loans of such Bid Loan Lender to which such Interest Period applies.

"Event of Default": any of the events specified in Section 6;

provided, however, that any requirement for the giving of notice or the

lapse of time, or both, or any other condition, has been satisfied.

"Existing Facility": the Credit Agreement, dated as of April 29,

1993, as amended, among the Company, the lenders party thereto and Chemical as agent.

"Facility Fee": as defined in subsection 2.4.

"Facility Fee Percentage": a percentage equal to at any time (i) -----
during a Category A Period, .075%, (ii) during a Category B Period, .08%,
(iii) during a Category C Period, .10%, (iv) during a Category D Period,
.15% and (v) during a Category E Period, .20%.

"Federal Funds Effective Rate": as defined in the definition of -----
"Alternate Base Rate".

"Financing Lease": any lease of property, real or personal, the -----
obligations of the lessee in respect of which are required in accordance
with GAAP to be capitalized on a balance sheet of the lessee.

"GAAP": generally accepted accounting principles in effect in the -----
United States of America from time to time.

"Genetics": Genetics Institute, Inc., a Delaware corporation.

"Governmental Authority": any nation or government, any state or -----
other political subdivision thereof and any entity exercising executive,
legislative, judicial, regulatory or administrative functions of or
pertaining to government.

"Guarantee Obligation": as to any Person (the "guaranteeing person"), -----
any obligation of (a) the guaranteeing person or (b) another Person
(including, without limitation, any bank under any letter of credit) to
induce the creation of which the guaranteeing person has issued a
reimbursement, counterindemnity or similar obligation, in either case
guaranteeing or in effect guaranteeing any Indebtedness, leases, dividends
or other obligations (the "primary obligations") of any other third Person

(the "primary obligor") in any manner, whether directly or indirectly,

including, without limitation, any obligation of the guaranteeing person,
whether or not contingent, (i) to purchase any such primary obligation or
any property constituting direct or indirect security therefor, (ii) to
advance or supply funds (1) for the purchase or payment of any such primary
obligation or (2) to maintain working capital or equity capital of the
primary obligor or otherwise to maintain the net worth or solvency of the
primary obligor, (iii) to purchase property, securities or services
primarily for the purpose of assuring the owner of any such primary
obligation of the ability of the

primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the owner of any such primary obligation against loss in respect thereof; provided, however, that the

term Guarantee Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Guarantee Obligation of any guaranteeing person shall be deemed to be the lower of (a) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee Obligation is made and (b) the maximum amount for which such guaranteeing person may be liable pursuant to the terms of the instrument embodying such Guarantee Obligation, unless such primary obligation and the maximum amount for which such guaranteeing person may be liable are not stated or determinable, in which case the amount of such Guarantee Obligation shall be such guaranteeing person's maximum reasonably anticipated liability in respect thereof as determined by the Company in good faith.

"Guaranty": the guaranty of the Company set forth in Section 9.

"Immunex": Immunex Corporation, a Delaware corporation.

"Indebtedness": of any Person at any date, (a) all indebtedness of

such Person for borrowed money or for the deferred purchase price of property or services (other than current trade liabilities incurred in the ordinary course of business and payable in accordance with customary practices), (b) any other indebtedness of such Person which is evidenced by a note, bond, debenture or similar instrument, (c) all obligations of such Person under Financing Leases, (d) all obligations of such Person in respect of acceptances issued or created for the account of such Person and (e) all liabilities secured by any Lien on any property owned by such Person even though such Person has not assumed or otherwise become liable for the payment thereof.

"Index Rate Bid Loan": any Bid Loan made at an interest rate based

upon the Applicable Index Rate (as opposed to an absolute rate).

"Index Rate Bid Loan Request": any Bid Loan Request requesting the

Bid Loan Lenders to offer to make

Index Rate Bid Loans at an interest rate equal to the Applicable Index Rate plus (or minus) a margin.

"Insolvency": with respect to any Multiemployer Plan, the condition

that such Plan is insolvent within the meaning of such term as used in Section 4245 of ERISA.

"Insolvent": pertaining to a condition of Insolvency.

"Interest Payment Date": (a) as to any Alternate Base Rate Loan, the

last day of each March, June, September and December to occur while such Loan is outstanding and the Maturity Date for such Loan, (b) as to any Eurodollar Loan having an Interest Period of three months or less and any C/D Rate Loan having an Interest Period of 90 days or less, the last day of such Interest Period, and (c) as to any Eurodollar Loan or C/D Rate Loan having an Interest Period longer than three months or 90 days, respectively, each day which is three months or 90 days, respectively, after the first day of such Interest Period and the last day of such Interest Period.

"Interest Period": (a) with respect to any Eurodollar Loan,

(i) initially, the period commencing on the Borrowing Date or conversion date, as the case may be, with respect to such Eurodollar Loan and ending one, two, three or six months thereafter, as selected by the Company in the notice of borrowing or notice of conversion given with respect thereto; and

(ii) thereafter, each period commencing on the last day of the immediately preceding Interest Period applicable to such Eurodollar Loan and ending one, two, three or six months thereafter, as selected by the Company by irrevocable notice to the Agent not less than three Business Days prior to the last day of the then current Interest Period with respect thereto;

(b) with respect to any C/D Rate Loan,

(i) initially, the period commencing on the Borrowing Date or conversion date, as the case may be, with respect to such C/D Rate Loan and ending 30, 60, 90 or 180 days thereafter, as selected by the Company in its notice of borrowing or notice of conversion given with respect thereto; and

(ii) thereafter, each period commencing on the last day of the immediately preceding Interest Period applicable to such C/D Rate Loan and ending 30, 60, 90 or 180 days thereafter, as selected by the Company by irrevocable notice to the Agent not less than two Business Days prior to the last day of the then current Interest Period with respect thereto; and

(c) with respect to any Bid Loan, the period commencing on the Bid Loan Date with respect to such Bid Loan and ending on the date not less than 7 nor more than 180 days thereafter, as specified by the Company in such Bid Loan Request;

provided that the foregoing provisions are subject to the following:

(A) if any Interest Period pertaining to a Eurodollar Loan or an Index Rate Bid Loan would otherwise end on a day that is not a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless the result of such extension would be to carry such Interest Period into another calendar month in which event such Interest Period shall end on the immediately preceding Business Day;

(B) any Interest Period pertaining to a Eurodollar Loan or an

Index Rate Bid Loan that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the relevant calendar month;

(C) if any Interest Period pertaining to a C/D Rate Loan or a Bid Loan made pursuant to an Absolute Rate Bid Loan Request would otherwise end on a day which is not a Business Day, such Inter

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est Period shall be extended to the next succeeding Business Day;

(D) if the Borrower shall fail to give notice as provided above, the Borrower shall be deemed to have selected an Alternate Base Rate Loan to replace the affected Eurodollar Loan or the affected C/D Rate Loan, as the case may be; and

(E) any Interest Period in respect of any Loan that would otherwise extend beyond the Termination Date shall end on the Termination Date.

"Lender": as defined in the first paragraph of this Agreement.

"Lien": any mortgage, pledge, hypothecation, assignment, deposit

arrangement, encumbrance, lien (statutory or other), charge or other security interest or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement and any Financing Lease having substantially the same economic effect as any of the foregoing).

"Loans": the collective reference to the Committed Rate Loans and the

Bid Loans.

"Majority Lenders": at any time, the Lenders hereunder and the

lenders under the A Credit Agreement whose Commitment Percentages hereunder
and thereunder (and as defined therein) aggregate at least a majority of
the Aggregate Commitments.

"Material Adverse Effect": a material adverse effect on (a) the

business, operations, property or condition (financial or otherwise) of the
Company and its Subsidiaries taken as a whole, (b) the ability of the
Company to perform its obligations under this Agreement or any of the Notes
or (c) the validity or enforceability of this Agreement or any of the Notes
or the rights or remedies of the Agent or the Lenders hereunder or
thereunder.

"Materials of Environmental Concern": any gasoline or petroleum

(including crude oil or any fraction thereof) or petroleum products or any
hazardous or toxic

substances, materials or wastes, defined or regulated as such in or under
any Environmental Law, including, without limitation, asbestos,
polychlorinated biphenyls and urea-formaldehyde insulation.

"Maximum Price Per Share": \$101 or such higher amount agreed to by

the Agent and the Majority Lenders.

"Merger": the merger of AC with Acq. Sub.

"Merger Agreement": the Agreement and Plan of Merger, dated August

17, 1994, among AC, the Company and Acq. Sub., as the same may be amended,
modified or supplemented thereafter with the consent of the Agent and the
Majority Lenders.

"Merger Documents": all agreements and instruments (including the

Merger Agreement, the certificate of Merger, all Proxy Materials and any
other document or information sent by the Company or Acq. Sub or AC or AC's
stockholders or filed with the SEC under the Securities Exchange Act of
1934, as amended, in respect of the Merger) effecting, evidencing or
governing the Merger.

"Merger Effective Date": shall mean the date on which the Merger

shall have been consummated.

"Moody's": Moody's Investors Service, Inc.

"Moody's Credit Rating": the rating level (it being understood that

numerical modifiers and (+) (-) modifiers shall constitute rating levels)
assigned by Moody's to the Company's senior unsecured long-term debt,
provided that in the event that no senior unsecured long-term debt of the

Company is rated by Moody's, there shall be no Moody's Credit Rating.

"Multiemployer Plan": a Plan which is a multiemployer plan as defined

in Section 4001(a)(3) of ERISA.

"Notes": the collective reference to the Committed Rate Notes and the

Bid Loan Notes.

"Offer to Purchase": the Offer to Purchase dated August 10, 1994,

issued in connection with the Acquisition, as amended, modified or
supplemented as provided herein.

"Participant": as defined in subsection 8.6(b).

"PBGC": the Pension Benefit Guaranty Corporation established pursuant

to Subtitle A of Title IV of ERISA.

"Permitted Liens":

1. Liens for taxes not yet due or which are being contested in good faith by appropriate proceedings, provided that adequate reserves with

respect thereto are maintained on the books of the Company or its Subsidiaries, as the case may be, in conformity with GAAP (or, in the case of Subsidiaries with significant operations outside of the United States of America, generally accepted accounting principles in effect from time to time in their respective jurisdictions of incorporation);

2. carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business which are not overdue for a period of more than 60 days or which are being contested in good faith by appropriate proceedings;

3. pledges or deposits in connection with workers' compensation, unemployment insurance and other social security legislation and deposits securing liability to insurance carriers under insurance or self-insurance arrangements;

4. deposits to secure the performance of bids, trade contracts (other than for borrowed money), leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business; and

5. any extension, renewal or replacement (or successive extensions, renewals or replacements), in whole or in part, of any Lien referred to in the foregoing clauses; provided that the principal amount of Indebtedness

secured thereby shall not exceed the principal amount of Indebtedness so secured at the time of such extension, renewal or replacement, and that such extension, renewal or replacement Lien shall be limited to all or a part of the property which secured the Lien so extended, renewed or replaced (plus improvements on such property).

"Person": an individual, partnership, corporation, business trust,

joint stock company, trust, unincorporated association, joint venture,
Governmental Authority or other entity of whatever nature.

"Plan": at any particular time, any employee benefit plan which is

covered by ERISA and in respect of which the Borrower or a Commonly
Controlled Entity is (or, if such plan were terminated at such time, would
under Section 4069 of ERISA be deemed to be) an "employer" as defined in
Section 3(5) of ERISA.

"Prime Rate": as defined in the definition of Alternate Base Rate.

"Properties": as defined in subsection 3.10(a).

"Proxy Materials": all proxy materials, if any, sent by AC to its

stockholders in connection with the Merger.

"Purchasing Lenders": as defined in subsection 8.6(c).

"Rating Period": at any time, any of the Category A Period, the

Category B Period, the Category C Period, the Category D Period or the
Category E Period as then in effect.

"Reference Lenders": initially, Chemical, Morgan Guaranty Trust

Company of New York and Commerzbank A.G., Grand Cayman Branch.

"Register": as defined in subsection 8.6(d).

"Release": an Acknowledgement and Release substantially in the form

of Exhibit K if delivered pursuant to subsection 2.18(b).

"Reorganization": with respect to any Multiemployer Plan, the

condition that such Plan is in reorganization within the meaning of such
term as used in Section 4241 of ERISA.

"Replaced Lender": as defined in subsection 2.18.

"Replacement Lender": as defined in subsection 2.18.

"Reportable Event": any of the events set forth in Section 4043(b) of

ERISA, other than those events as to which the thirty-day notice period is
waived under subsections .13, .14, .16, .18, .19 or .20 of PBGC Reg.
Sec. 2615.

"Requirement of Law": as to any Person, the Certificate of

Incorporation and By-laws or other organizational or governing documents of
such Person, and each law, treaty, rule or regulation or determination of
an arbitrator or a court or other Governmental Authority, in each case
applicable to or binding upon such Person or any of its property or to
which such Person or any of its property is subject.

"Response Date": as defined in subsection 2.19.

"Responsible Officer": as to (a) the Company, the Executive Vice

President, the Vice President - Finance, the Treasurer, the Comptroller,
the Assistant Comptroller, the Deputy Treasurer or any Assistant Treasurer
of the Company or (b) any Subsidiary Borrower, any duly authorized officer
thereof.

"S&P": Standard & Poor's Ratings Corporation.

"S&P Credit Rating": the rating level (it being understood that

numerical modifiers and (+) (-) modifiers shall constitute rating levels)
assigned by S&P to the Company's senior unsecured long-term debt, provided
that in the event that no senior unsecured long-term debt of the Company is
rated by S&P, there shall be no S&P Credit Rating.

"SEC": the Securities and Exchange Commission.

"Shares": shares of common stock of AC.

"Significant Subsidiary": any Subsidiary that satisfies the

requirements of Rule 1-02(v) of Regulation S-X as adopted by the Securities and Exchange Commission under the provisions of the Securities Act of 1933 and the Securities Exchange Act of 1934 as in force on the date of this Agreement.

"Significant Usage Period": at any time when the Aggregate Loans plus

the aggregate outstanding principal amount of the loans under the A Credit Agreement exceed 66 2/3% of the Aggregate Commitments.

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"Single Employer Plan": any Plan which is subject to Title IV of

ERISA, but is not a Multi-Employer Plan.

"Subsidiary": as to any Person, a corporation, partnership or other

entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise qualified, all references to a "Subsidiary" or to "Subsidiaries" in this Agreement shall refer to a Subsidiary or Subsidiaries of the Company. Notwithstanding the foregoing, Unrestricted Subsidiaries shall not be considered Subsidiaries of the Company for purposes of this Agreement, except that any Unrestricted Subsidiary (i) shall be treated as a consolidated Subsidiary of the Company for purposes of calculating

compliance with subsection 5.10 (and the definitions required to make such calculations) until such time as the Company certifies to the Agent that with respect to such Unrestricted Subsidiary, (x) the Company no longer desires to treat such Person as a consolidated Subsidiary for such purpose and (y) no creditor of such Person has recourse (whether pursuant to a guaranty or similar arrangement, or otherwise) to the Company, any of its Significant Subsidiaries or any Subsidiary Borrower with respect to any material obligations of such Person.

"Subsidiary Borrower": as defined in the first paragraph of this

Agreement and including any Subsidiary which becomes a Subsidiary Borrower pursuant to subsection 8.6(a)(ii) hereof.

"Taxes": as defined in subsection 2.17.

"Tender Offer": the Tender Offer commenced by Acq. Sub and the

Company pursuant to the Offer to Purchase.

"Tender Offer Closing Date": shall mean the date the Shares are

accepted for payment by Acq. Sub.

"Tender Offer Documents": shall mean the Offer to Purchase, the

Schedule 14D-1 filed by the Company and/or

Acq. Sub. and all amendments and exhibits thereto and related documents filed with the SEC or distributed to the stockholders of AC, in each case to the extent delivered to the Lenders prior to September 2, 1994 and shall, in any event, include any Merger Documents first delivered to the Lenders during such period.

"Termination Date": the earlier of (a) the date which is the fifth

anniversary of the Effective Date and (b) the date on which the Commitments
shall terminate in accordance with the provisions of this Agreement.

"Three-Month Secondary C/D Rate": as defined in the definition of

Alternate Base Rate.

"Tranche": the collective reference to Eurodollar Loans or C/D Rate

Loans whose Interest Periods begin and end on the same day. A Tranche may
be a "C/D Rate Tranche" or a "Eurodollar Tranche".

"Transaction Documents": include at any time the Tender Offer

Documents, the Additional Tender Offer Documents and the Merger Documents
existing at such time.

"Transferee": as defined in subsection 8.6(f).

"Transfer Effective Date": as defined in each Commitment Transfer

Supplement and each Bid Loan Assignment.

"2.17 Certificate": as defined in subsection 2.17.

"Type": as to any Loan, its nature as an Alternate Base Rate Loan,

Eurodollar Loan or C/D Rate Loan, as the case may be.

"Unrestricted Subsidiary": Genetics, Immunex and any other Person

designated by the Company, in each case so long as (i) a majority of the
equity interests are owned by the Company and its Subsidiaries and (ii) the
Company and its Subsidiaries are unable to exercise control over such
Person without material restriction.

1.2 Other Definitional Provisions. (a) Unless otherwise specified

therein, all terms defined in this Agreement shall have the defined meanings
when used in the Notes or any certificate or other document made or delivered
pursuant hereto.

(b) As used herein and in the Notes and any certificate or other document made or delivered pursuant hereto, accounting terms relating to the Company and its Subsidiaries not defined in subsection 1.1 and accounting terms partly defined in subsection 1.1, to the extent not defined, shall have the respective meanings given to them under GAAP.

(c) The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, subsection, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(d) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

SECTION 2. THE COMMITTED RATE LOANS; THE BID LOANS; AMOUNT AND TERMS

2.1 The Committed Rate Loans. (a) During the Commitment Period,

subject to the terms and conditions hereof, each Lender severally agrees to make loans (individually, a "Committed Rate Loan") to the Borrowers from time to time

in an aggregate principal amount at any one time outstanding not to exceed (after giving effect to the simultaneous use of the proceeds thereof to repay Bid Loans) such Lender's Commitment, provided that (i) no Committed Rate Loan

shall be made hereunder which would result in the Aggregate Loans (after giving effect to the simultaneous use of the proceeds thereof to repay Bid Loans) being in excess of the aggregate amount of the Commitments then in effect and (ii) no Committed Rate Loan shall be made hereunder to the Subsidiary Borrowers which would result in the Aggregate Loans to such Subsidiary Borrowers being in excess (after giving effect to the simultaneous use of the proceeds thereof to repay Loans) of \$1,200,000,000. The Borrowers may use the Commitments to borrow, repay and reborrow Committed Rate Loans from time to time during the Commitment Period, all in accordance with the terms and conditions hereof.

(b) The Committed Rate Loans may be (i) Eurodollar Loans, (ii) Alternate Base Rate Loans, (iii) C/D Rate Loans or (iv) a combination thereof. Eurodollar Loans shall be made by each Lender at its Eurodollar Lending Office, and

Alternate Base Rate and C/D Rate Loans shall be made by each Lender at its Domestic Lending Office.

(c) Committed Rate Loans made by each Lender to each Borrower shall be evidenced by a promissory note of such Borrower, substantially in the form of Exhibit A with appropriate insertions (a "Committed Rate Note"), payable to the

order of such Lender and representing the obligation of such Borrower to pay the lesser of (a) the amount of the initial Commitment of such Lender and (b) the aggregate unpaid principal amount of all Committed Rate Loans made by such Lender to such Borrower. Each Lender is hereby authorized to record the date, Type and amount of each Committed Rate Loan made by such Lender, the maturity date thereof, the date and amount of each payment or prepayment of principal thereof and the interest rate with respect thereto on the schedule annexed to and constituting a part of its Committed Rate Note, and any such recordation shall constitute prima facie evidence of the accuracy of the information so recorded; provided, however, that the failure to make any such recordation shall

not affect the obligations of the Borrower hereunder or under such Committed Rate Note. Each Committed Rate Note shall (i) be dated the Effective Date, (ii) be stated to mature on the Termination Date with respect to each Committed Rate Loan evidenced thereby, and (iii) bear interest on the unpaid principal amount thereof from time to time outstanding at the applicable interest rate per annum determined as provided in subsections 2.8 and 2.10. Interest on each Committed Rate Note shall be payable as specified in subsection 2.8.

(d) The Borrowers may borrow Committed Rate Loans on any Business Day; provided, however, that the Company, on behalf of the respective Borrower,

shall give the Agent irrevocable notice thereof (which notice must be received by the Agent (i) prior to 12:00 Noon, New York City time, three Business Days prior to the requested Borrowing Date, in the case of Eurodollar Loans, (ii) prior to 12:00 Noon, New York City time, two Business Days prior to the requested Borrowing Date in the case of C/D Rate Loans and (iii) prior to 11:00 A.M., New York City time, on the requested Borrowing Date, in the case of Alternate Base Rate Loans). Each such notice shall be given by facsimile transmission substantially in the form of Exhibit D (with appropriate insertions) or shall be given by telephone (specifying the information set forth in Exhibit D) promptly confirmed by notice given by facsimile transmission substantially in the form of Exhibit D (with appropriate insertions). On the day of receipt of any such notice from the Company, the Agent shall promptly notify each

Lender thereof. Each Lender will make the amount of its share of each borrowing available to the Agent for the account of the respective Borrower at the office of the Agent set forth in subsection 8.2 by 11:00 A.M. (or 3:00 P.M., in the case of Alternate Base Rate Loans), New York City time, on the Borrowing Date requested by the Company for the account of such Borrower in funds immediately available to the Agent as the Agent may direct. The proceeds of all such Committed Rate Loans will then be promptly made available to the respective Borrower by the Agent at the office of the Agent specified in subsection 8.2 by crediting the account of such Borrower on the books of such office of the Agent with the aggregate of the amount made available to the Agent by the Lenders and in like funds as received by the Agent.

2.2 The Bid Loans. (a) The Borrowers may borrow Bid Loans from time

to time on any Business Day during the Commitment Period in the manner set forth in this subsection and in amounts such that (i) the Aggregate Loans at any time outstanding shall not exceed (after giving effect to the simultaneous use of the proceeds thereof to repay Committed Rate Loans) the aggregate amount of the Commitments at such time, provided, however, that the aggregate principal amount

of the outstanding Bid Loans of a Bid Loan Lender may (but shall not be required to) exceed its Commitment and (ii) the Aggregate Loans of the Subsidiary Borrowers at any time outstanding shall not exceed (after giving effect to the simultaneous use of the proceeds thereof to repay Loans) \$1,200,000,000.

(b) (i) The Company, on behalf of the respective Borrower, shall request Bid Loans by delivering a Bid Loan Request to the Agent, not later than 12:00 Noon (New York City time) four Business Days prior to the proposed Bid Loan Date (in the case of an Index Rate Bid Loan Request), and not later than 10:00 A.M. (New York City time) one Business Day prior to the proposed Bid Loan Date (in the case of an Absolute Rate Bid Loan Request). Each Bid Loan Request may solicit bids for Bid Loans in an aggregate principal amount of \$50,000,000 or an integral multiple of \$5,000,000 in excess thereof and for not more than three alternative Interest Periods for such Bid Loans. The Interest Period for each Bid Loan shall end not less than 7 days (one month in the case of Index Rate Bid Loans) nor more than 180 days (six months in the case of Index Rate Bid Loans) after the Bid Loan Date therefor (and in any event subject to the proviso to the definition of "Interest Period" in subsection 1.1). The Agent shall promptly notify each Bid Loan Lender by

facsimile transmission of the contents of each Bid Loan Request received by it.

(ii) In the case of an Index Rate Bid Loan Request, upon receipt of notice from the Agent of the contents of such Bid Loan Request, any Bid Loan Lender that elects, in its sole discretion, to do so, shall irrevocably offer to make one or more Bid Loans to the respective Borrower at the Applicable Index Rate plus or minus a margin for each such Bid Loan determined by such Bid Loan Lender, in its sole discretion. Any such irrevocable offer shall be made by delivering a Bid Loan Offer to the Agent before 10:30 A.M. (New York City time) three Business Days before the proposed Bid Loan Date, setting forth the maximum amount of Bid Loans for each Interest Period, and the aggregate maximum amount for all Interest Periods, which such Lender would be willing to make (which amount may, subject to subsection 2.2(a), exceed such Lender's Commitment) and the margin above or below the Applicable Index Rate at which such Bid Loan Lender is willing to make each such Bid Loan; the Agent shall advise the Company before 11:15 A.M. (New York City time) three Business Days before the proposed Bid Loan Date of the contents of each such Bid Loan Offer received by it. If the Agent in its capacity as a Bid Loan Lender shall, in its sole discretion, elect to make any such offer, it shall advise the Borrower of the contents of its Bid Loan Offer before 10:15 A.M. (New York City time) three Business Days before the proposed Bid Loan Date.

(iii) In the case of an Absolute Rate Bid Loan Request, upon receipt of notice from the Agent of the contents of such Bid Loan Request, any Bid Loan Lender that elects, in its sole discretion, to do so, shall irrevocably offer to make one or more Bid Loans to the respective Borrower at a rate or rates of interest for each such Bid Loan determined by such Bid Loan Lender in its sole discretion. Any such irrevocable offer shall be made by delivering a Bid Loan Offer to the Agent before 9:30 A.M. (New York City time) on the proposed Bid Loan Date, setting forth the maximum amount of Bid Loans for each Interest Period, and the aggregate maximum amount for all Interest Periods, which such Bid Loan Lender would be willing to make (which amount may, subject to subsection 2.2(a), exceed such Bid Loan Lender's Commitment) and the rate or rates of interest at which such Bid Loan Lender is willing to make each such Bid Loan; the Agent shall advise the Borrower before 10:15 A.M. (New York City time)

on the proposed Bid Loan Date of the contents of each such Bid Loan Offer received by it. If the Agent in its capacity as a Bid Loan Lender shall, in its sole discretion,

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elect to make any such offer, it shall advise the Company of the contents of its Bid Loan Offer before 9:15 A.M. (New York City time) on the proposed Bid Loan Date.

(iv) The Company, on behalf of the respective Borrower, shall before 11:45 A.M. (New York City time) three Business Days before the proposed Bid Loan Date (in the case of Bid Loans requested by an Index Rate Bid Loan Request) and before 10:45 A.M. (New York City time) on the proposed Bid Loan Date (in the case of Bid Loans requested by an Absolute Rate Bid Loan Request) either, in its absolute discretion:

(A) cancel such Bid Loan Request by giving the Agent telephone notice to that effect, or

(B) accept one or more of the offers made by any Bid Loan Lender or Bid Loan Lenders pursuant to clause (ii) or clause (iii) above, as the case may be, by giving telephone notice to the Agent (immediately confirmed by delivery to the Agent of a Bid Loan Confirmation) of the amount of Bid Loans for each relevant Interest Period to be made by each Bid Loan Lender (which amount shall be equal to or less than the maximum amount for such Interest Period specified in the Bid Loan Offer of such Bid Loan Lender, and for all Interest Periods included in such Bid Loan Offer shall be equal to or less than the aggregate maximum amount specified in such Bid Loan Offer for all such Interest Periods) and reject any remaining offers made by Bid Loan Lenders pursuant to clause (ii) or clause (iii) above, as the case may be; provided, however, that (x) the Company, on behalf of the

respective Borrower, may not accept offers for Bid Loans for any Interest

Period in an aggregate principal amount in excess of the maximum principal amount requested for such Interest Period in the related Bid Loan Request, (y) if the Company, on behalf of the respective Borrower, accepts any of such offers, it must accept offers strictly based upon pricing for such relevant Interest Period and no other criteria whatsoever and (z) if two or more Bid Loan Lenders submit offers for any Interest Period at identical pricing and the Company, on behalf of the respective Borrower, accepts any of such offers but does not wish to borrow the total amount offered by such Bid Loan Lenders with such identical pricing, the Company, on behalf of the respective Borrower, shall accept offers from all of such Bid Loan Lenders in amounts allocated among them pro rata according to the amounts offered by such Bid Loan Lenders (or as nearly pro rata

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as shall be practicable, after giving effect to the requirement that Bid Loans made by a Bid Loan Lender on a Bid Loan Date for each relevant Interest Period shall be in a principal amount of \$10,000,000 or an integral multiple of \$1,000,000 in excess thereof).

(v) If the Company, on behalf of the respective Borrower, notifies the Agent that a Bid Loan Request is cancelled pursuant to clause (iv) (A) above, the Agent shall give prompt telephone notice thereof to the Bid Loan Lenders, and the Bid Loans requested thereby shall not be made.

(vi) If the Company, on behalf of the respective Borrower, accepts pursuant to clause (iv) (B) above one or more of the offers made by any Bid Loan Lender or Bid Loan Lenders, the Agent shall promptly notify by telephone each Bid Loan Lender which has made such an offer of the aggregate amount of such Bid Loans to be made on such Bid Loan Date for each Interest Period and of the acceptance or rejection of any offers to make such Bid Loans made by such Bid Loan Lender. Each Bid Loan Lender which is to make a Bid Loan shall, before 12:00 Noon (New York City time) on the Bid Loan Date specified in the Bid Loan Request applicable thereto, make available to the Agent at its office set forth in subsection 8.2 the amount of Bid Loans to be made by such Bid Loan Lender, in

immediately available funds. The Agent will make such funds available to the Company, on behalf of the respective Borrower, promptly on such date at the Agent's aforesaid address. As soon as practicable after each Bid Loan Date, the Agent shall notify each Lender of the aggregate amount of Bid Loans advanced on such Bid Loan Date and the respective Interest Periods therefor.

(vii) Bid Loans made by each Bid Loan Lender shall be evidenced by a promissory note of the respective Borrower substantially in the form of Exhibit B with appropriate insertions (a "Bid Loan Note"). Each Bid Loan Note shall

represent the obligation of the respective Borrower to pay the aggregate unpaid principal amount of all Bid Loans made by such Bid Loan Lender. Each Bid Loan Lender is hereby authorized to record the date and amount of each Bid Loan made by such Bid Loan Lender, the maturity date thereof, the date of payment thereof and the interest rate with respect thereto on the schedule annexed to and constituting a part of its Bid Loan Note, and any such recordation shall constitute prima facie evidence of the accuracy of the information so recorded; provided, however, that the failure to make any such recordation shall not

affect the obligations of the

Borrower hereunder or under such Bid Loan Note. Each Bid Loan Note shall be dated the Effective Date.

(c) Within the limits and on the conditions set forth in this subsection, the Borrowers may from time to time borrow under this subsection, repay pursuant to paragraph (d) below, and reborrow under this subsection.

(d) The respective Borrower shall repay to the Agent for the account of each Bid Loan Lender which has made a Bid Loan to it on the last day of the Interest Period for such Bid Loan (such Interest Period being that specified by the Company, on behalf of such Borrower, for repayment of such Bid Loan in the

related Bid Loan Request) the then unpaid principal amount of such Bid Loan. No Borrower shall have the right to prepay any principal amount of any Bid Loan without the prior consent of the Bid Loan Lender with respect thereto.

(e) The respective Borrower shall pay interest on the unpaid principal amount of each Bid Loan made to it from the applicable Bid Loan Date to the stated maturity date thereof, at the rate of interest determined pursuant to paragraph (b) above (calculated on the basis of a 360 day year for actual days elapsed), payable on the interest payment date or dates specified by the Company, on behalf of such Borrower, for such Bid Loan in the related Bid Loan Request as provided in the Bid Note evidencing such Bid Loan. If all or a portion of the principal amount of any Bid Loan or any interest payable thereon shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), such overdue amount shall, without limiting any rights of any Lender under this Agreement, bear interest at a rate per annum which is (x) in the case of overdue principal, 2% above the rate which would otherwise be applicable pursuant to the Bid Note evidencing such Bid Loan until the scheduled maturity date with respect thereto as set forth in the Bid Note evidencing such Bid Loan, and for each day thereafter at a rate per annum which is 2% above the Alternate Base Rate or (y) in the case of overdue interest, 2% above the Alternate Base Rate plus the Applicable Margin, in each case from the date of such non-payment until such amount is paid in full (as well after as before judgment).

2.3 Denomination of Committed Rate Loans. Each borrowing of

Committed Rate Loans shall be in an aggregate principal amount of \$50,000,000 or a whole multiple of \$5,000,000 in excess thereof.

2.4 Fees. The Borrowers jointly and severally agree to pay to the

Agent, for the ratable benefit of the Lenders, a facility fee (the "Facility

Fee") in an amount equal to the Facility Fee Percentage, of the aggregate

Commitments from and including the Allocation Date to but excluding the Termination Date payable quarterly in arrears on the last day of each March, June, September and December and on the Termination Date. Such quarterly payment made hereunder shall be a payment in consideration for holding open the availability of the Commitments or making the Loans for the quarterly period completed on the date payment is due.

2.5 Changes of Commitments. (a) The Company shall have the right to

terminate or reduce the unused portion of the Commitments at any time or from time to time upon not less than three Business Days' prior notice to the Agent (which shall notify the Lenders thereof as soon as practicable) of each such termination or reduction, which notice shall specify the effective date thereof and the amount of any such reduction (which shall be in a minimum amount of \$50,000,000 or a whole multiple of \$5,000,000 in excess thereof) and shall be irrevocable and effective only upon receipt by the Agent, provided that no such

reduction or termination shall be permitted if after giving effect thereto, and to any prepayments of the Committed Rate Loans made on the effective date thereof, the then outstanding principal amount of the Aggregate Loans would exceed the amount of the Commitments then in effect.

(b) The Commitments once terminated or reduced pursuant to this subsection may not be reinstated.

2.6 Optional Prepayments. Each Borrower, may, upon three Business

Days' irrevocable notice from the Company, on behalf of such Borrower, to the Agent (which shall notify the Lenders thereof as soon as practicable), prepay Committed Rate Loans or (with the consent of the Bid Loan Lender in respect thereof) Bid Loans of such Borrower. If any Loan shall be prepaid on any day other than the last day of the Interest Period applicable thereto, the respective Borrower shall, on the date of such payment, also pay all interest accrued on such Loan to the date of such payment and all amounts payable pursuant to subsection 2.16 in connection therewith.

2.7 Minimum Principal Amount of Tranches. All borrowings, payments

and prepayments in respect of Committed Rate Loans shall be in such amounts and be made pursuant to

such elections so that after giving effect thereto the aggregate principal amount of the Committed Rate Loans comprising any Tranche shall not be less than \$50,000,000 or a whole multiple of \$5,000,000 in excess thereof.

2.8 Committed Rate Loan Interest Rates and Payment Dates. (a) Each

Committed Rate Loan comprising each Eurodollar Tranche shall bear interest for each day during each Interest Period with respect thereto at a rate per annum equal to the Eurodollar Rate determined for such day plus the Applicable Margin.

(b) Each Committed Rate Loan comprising each C/D Rate Tranche shall bear interest for each day during each Interest Period with respect thereto at a rate per annum equal to the C/D Rate determined for such day plus the Applicable Margin.

(c) The Alternate Base Rate Loans shall bear interest at a rate per annum equal to the Alternate Base Rate plus the Applicable Margin.

(d) If all or a portion of the principal amount of any Committed Rate Loan which is a Eurodollar Loan or C/D Rate Loan shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), such overdue principal amount of such Committed Rate Loan shall be converted to an Alternate Base Rate Loan at the end of the Interest Period applicable thereto.

(e) If all or a portion of (i) the principal amount of any Committed Rate Loan, (ii) any interest payable thereon or (iii) any fee or other amount payable hereunder shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), such overdue amount shall bear interest at a rate per annum which is (x) in the case of overdue principal, the rate that would otherwise be applicable thereto pursuant to the foregoing provisions of this subsection plus 2% or (y) in the case of overdue interest, fees or other amounts, the rate described in paragraph (c) of this subsection plus 2%, in each case from the date of such non-payment until such amount is paid in full (after as well as before judgment).

(f) Interest on each Committed Rate Loan shall be payable in arrears on each Interest Payment Date, provided that interest accruing pursuant to paragraph (e) of this subsection shall be payable from time to time on demand.

2.9 Conversion Options. (a) The Company, on behalf of the

respective Borrower, may elect from time to time to convert Eurodollar Loans or Alternate Base Rate Loans to C/D Rate Loans, and to convert C/D Rate Loans or Alternate Base Rate Loans to Eurodollar Loans, by giving the Agent at least three Business Days' prior irrevocable written notice of such election. The Company, on behalf of the respective Borrower, may elect from time to time to convert Eurodollar Loans or C/D Rate Loans to Alternate Base Rate Loans by giving the Agent at least one Business Day's prior irrevocable notice of such election. If the date upon which an Alternative Base Rate Loan or C/D Rate Loan is to be converted to a Eurodollar Loan is not a Business Day in London, then such conversion shall be made on the next succeeding Business Day in London and during the period from such last day of an Interest Period to such succeeding Business Day such Loan shall bear interest as if it were an Alternate Base Rate Loan. All or any part of outstanding Eurodollar Loans, Alternate Base Rate Loans and C/D Rate Loans may be converted as provided herein, provided that (i)

no Loan may be converted into a Eurodollar Loan or a C/D Rate Loan when any Default or Event of Default has occurred and is continuing and the Agent or the Majority Lenders have determined that such conversion is not appropriate and (ii) partial conversions shall be in an aggregate principal amount of \$50,000,000 or a whole multiple of \$5,000,000 in excess thereof.

(b) Any Eurodollar Loans or C/D Rate Loans may be continued as such upon the expiration of an Interest Period with respect thereto by compliance by the Company, on behalf of the respective Borrower, with the notice provisions contained in subsection 2.9(a); provided, that no Eurodollar Loan or C/D Rate

Loan may be continued as such when any Default or Event of Default has occurred and is continuing, and the Agent or the Majority Lenders have determined that such a continuation is not appropriate, in which case such Loan shall be automatically converted to an Alternate Base Rate Loan on the last day of the then current Interest Period with respect thereto.

2.10 Computation of Interest and Fees. (a) Interest payable

hereunder with respect to Alternate Base Rate Loans shall be calculated on the basis of a year of 365/6 days for the actual days elapsed. All other fees, interest and all other amounts payable hereunder shall be calculated on the basis of a 360 day year for the actual days elapsed. The Agent shall as soon as practicable notify the Company and the Lenders of each determination of a Eurodollar

Rate and of a C/D Rate on the Business Day of the determination thereof. Any change in the interest rate on a Committed Rate Loan resulting from a change in the Alternate Base Rate, the C/D Assessment Rate or the C/D Reserve Percentage shall become effective as of the opening of business on the day on which such change in the Alternate Base Rate, the C/D Assessment Rate or the C/D Reserve Percentage shall become effective. The Agent shall as soon as practicable notify the Company and the Lenders of the effective date and the amount of each such change.

(b) Each determination of an interest rate by the Agent pursuant to any provision of this Agreement shall be conclusive and binding on the Borrowers and the Lenders in the absence of manifest error. The Agent shall, at the request of the Company, deliver to the Company a statement showing the quotations given by the Reference Lenders and the computations used by the Agent in determining any interest rate.

(c) If any Reference Lender's Commitment shall terminate for any reason whatsoever (otherwise than with termination of all the Commitments), such Reference Lender shall thereupon cease to be a Reference Lender, and if for any reason there shall cease to be at least three Reference Lenders, then the Agent (after consultation with the Company and the Lenders) shall, by notice to the Company and the Lenders, designate another Lender as a Reference Lender (who shall be reasonably acceptable to the Company) so that there shall at all times be at least three Reference Lenders.

(d) Each Reference Lender shall use its best efforts to furnish quotations of rates to the Agent as contemplated hereby. If any of the Reference Lenders shall be unable or otherwise fails to supply such rates to the Agent upon its request, the rate of interest shall, subject to the provisions of subsection 2.13, be determined on the basis of the quotations of the remaining Reference Lenders or Reference Lender.

2.11 Pro Rata Treatment and Payments. Except as expressly provided

in subsection 2.18, each borrowing by any Borrower of Committed Rate Loans and any reduction of the Commitments shall be made pro rata according to the respective Commitment Percentages of the Lenders. Each payment by any Borrower under this Agreement or any Note shall be applied, first, to any fees then due and owing by such Borrower pursuant to subsection 2.4, second, to interest then due and owing in respect of the Notes of such Borrower and,

third, to principal then due and owing hereunder and under the Notes of such Borrower. Each payment by any Borrower on account of any fees pursuant to subsection 2.4 shall (except as otherwise set forth therein with respect to Bid Loans) be made pro rata in accordance with the respective amounts due and owing. Except as expressly provided in subsection 2.18, each payment (other than prepayments) by any Borrower on account of principal of and interest on the Committed Rate Loans of such Borrower shall be made pro rata according to the respective amounts due and owing. Each prepayment on account of principal of the Loans (except to the extent designated to be applied to Bid Loans) shall be applied, first, to such of the Committed Rate Loans as the Company, on behalf of the respective Borrower, may designate (to be applied pro rata among the Lenders), and, second, after all Committed Rate Loans shall have been paid in full, to Bid Loans, pro rata according to the respective amounts outstanding; provided, that prepayments made pursuant to subsection 2.14 shall be applied in

accordance with such subsection; and provided further that nothing herein shall

be deemed to permit optional prepayments on account of Bid Loans without the prior consent of the Bid Loan Lender with respect thereto. All payments (including prepayments) to be made by any Borrower on account of principal, interest and fees shall be made without defense, set-off or counterclaim (except as provided in subsection 2.17(b)) and shall be made to the Agent for the account of the Lenders at the Agent's office specified in subsection 8.2 in Dollars and in immediately available funds. The Agent shall distribute such payments to the Lenders entitled thereto promptly upon receipt in like funds as received. If any payment hereunder (other than payments on the Eurodollar Loans or Index Rate Bid Loans payable on the next preceding Business Day as a result of the following sentence) becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day, and, with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension. If any payment on a Eurodollar Loan or an Index Rate Bid Loan becomes due and payable on a day other than a Business Day, the maturity thereof shall be extended to the next succeeding Business Day unless the result of such extension would be to extend such payment into another calendar month, in which event such payment shall be made on the immediately preceding Business Day.

2.12 Non-Receipt of Funds by the Agent. (a) Unless the Agent shall

have been notified by a Lender prior to the time a Committed Rate Loan is to be made by such

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Lender (which notice shall be effective upon receipt) that such Lender does not intend to make the proceeds of such Committed Rate Loan available to the Agent, the Agent may assume that such Lender has made such proceeds available to the Agent at such time, and the Agent may in reliance upon such assumption (but shall not be required to) make available to the respective Borrower a corresponding amount. If such amount is made available to the Agent on a date after such Borrowing Date, such Lender shall pay to the Agent on demand an amount equal to the product of (i) the daily average Federal Funds Effective Rate during such period, times (ii) the amount of such Lender's Commitment Percentage of such borrowing, times (iii) a fraction, the numerator of which is the number of days that elapse from and including such Borrowing Date to the date on which such Lender's Commitment Percentage of such borrowing shall have become immediately available to the Agent and the denominator of which is 360. If such Lender's Commitment Percentage is not in fact made available to the Agent by such Lender within three Business Days of such Borrowing Date, the Agent shall be entitled to recover such amount with interest thereon at the rate per annum applicable to Alternate Base Rate Loans hereunder, on demand, from the Borrower.

(b) Unless the Agent shall have been notified by the Company, on behalf of the respective Borrower, prior to the date on which any payment is due from it hereunder (which notice shall be effective upon receipt) that such Borrower does not intend to make such payment, the Agent may assume that such Borrower has made such payment when due, and the Agent may in reliance upon such assumption (but shall not be required to) make available to each Lender on such payment date an amount equal to the portion of such assumed payment to which such Lender is entitled hereunder, and if such Borrower has not in fact made such payment to the Agent, such Lender shall, on demand, repay to the Agent the

amount made available to such Lender. If such amount is repaid to the Agent on a date after the date such amount was made available to such Lender, such Lender shall pay to the Agent on demand an amount equal to the product of (i) the daily average Federal Funds Effective Rate during such period, times (ii) the amount made available to such Lender by the Agent pursuant to this paragraph (b), times (iii) a fraction, the numerator of which is the number of days that elapse from and including the date on which such amount was made available to such Lender to the date on which such amount shall have been repaid to the Agent by such Lender and become immediately available to the Agent and the denominator of which is 360.

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(c) A certificate of the Agent submitted to the Company, on behalf of the respective Borrower, or any Lender with respect to any amount owing under this subsection shall be conclusive in the absence of manifest error.

2.13 Inability to Determine Interest Rate. (a) Notwithstanding any

other provision of this Agreement, if (i) the Agent determines that no Reference Lender is, for any reason whatsoever, quoting a rate referred to in the definition of Eurodollar Rate for any Interest Period or (ii) the Majority Lenders shall determine (which determination shall be conclusive) that the rates quoted by the Reference Lenders for the purpose of computing the Eurodollar Rate do not adequately and fairly reflect the cost to such Lenders of funding Eurodollar Loans that any Borrower has requested be outstanding as a Eurodollar Tranche during such Interest Period, the Agent shall forthwith give telephone notice of such determination, confirmed in writing, to the Company, on behalf of the respective Borrower, and the Lenders at least two Business Days prior to the first day of such Interest Period. Unless the Company, on behalf of the respective Borrower, shall have notified the Agent upon receipt of such telephone notice that it wishes to rescind or modify its request regarding such Eurodollar Loans, any Loans that were requested to be made as Eurodollar Loans shall be made as Alternate Base Rate Loans and any Loans that were requested to

be converted into or continued as Eurodollar Loans shall be converted into Alternate Base Rate Loans. Until any such notice has been withdrawn by the Agent, no further Loans shall be made as, continued as, or converted into, Eurodollar Loans.

(b) Notwithstanding any other provision of this Agreement, if (i) the Agent determines that no Reference Lender is, for any reason whatsoever, quoting a rate referred to in the definition of C/D Base Rate for any Interest Period or (ii) the Majority Lenders shall determine (which determination shall be conclusive) that the rates quoted by the Reference Lenders for the purpose of computing the C/D Rate do not adequately and fairly reflect the cost to such Lenders of funding C/D Rate Loans that any Borrower has requested be outstanding as a C/D Rate Tranche during such Interest Period, the Agent shall forthwith give telephone notice of such determination to the Company, on behalf of the respective Borrower, and the Lenders on or before the first day of such Interest Period. Unless the Company, on behalf of the respective Borrower, shall have notified the Agent after receipt of such telephone notice that it wishes to rescind or modify its request regarding such C/D Rate Loans, any Loans

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that were requested to be made as C/D Rate Loans shall be made as Alternate Base Rate Loans and any Loans that were requested to be converted into or continued as C/D Rate Loans shall be converted into Alternate Base Rate Loans. Until such notice has been withdrawn by the Agent, no further Loans shall be made as, continued as, or converted into, C/D Rate Loans.

(c) In the event that the Agent shall have determined (which determination shall be conclusive and binding upon the Borrowers) that by reason of circumstances affecting the interbank eurodollar market, adequate and reasonable means do not exist for ascertaining the Eurodollar Rate for any Interest Period with respect to a proposed Bid Loan to be made pursuant to an Index Rate Bid Loan Request, the Agent shall forthwith give telephone notice of such determination, confirmed in writing, to the Company, on behalf of the

respective Borrower and the Bid Loan Lenders at least two Business Days prior to the proposed Bid Loan Date, and such Bid Loans shall not be made on such Bid Loan Date. Until any such notice has been withdrawn by the Agent, no further Index Rate Bid Loan Requests shall be submitted by the Company.

2.14 Illegality. Notwithstanding any other provision of this

Agreement, if the adoption of or any change in any Requirement of Law or in the interpretation or application thereof by any relevant Governmental Authority to any Lender shall make it unlawful for such Lender or its Eurodollar Lending Office to make or maintain Eurodollar Loans as contemplated by this Agreement or to obtain in the interbank eurodollar market through its Eurodollar Lending Office the funds with which to make such Loans, (a) such Lender shall promptly notify the Agent and the Company thereof, (b) the commitment of such Lender hereunder to make Eurodollar Loans or continue Eurodollar Loans as such shall forthwith be cancelled and (c) such Lender's Committed Rate Loans then outstanding as Eurodollar Loans, if any, shall be converted on the last day of the Interest Period for such Loans or within such earlier period as required by law as Alternate Base Rate Loans. The respective Borrower hereby agrees promptly to pay any Lender, upon its demand, any additional amounts necessary to compensate such Lender for actual and direct costs reasonably incurred by such Lender in making any repayment in accordance with this subsection including, but not limited to, any interest or fees payable by such Lender to lenders of funds obtained by it in order to make or maintain its Eurodollar Loans hereunder. A certificate as to any additional amounts payable pursuant to this

subsection submitted by such Lender, through the Agent, to the Company shall be conclusive in the absence of manifest error. Each Lender agrees to use reasonable efforts (including reasonable efforts to change its Eurodollar Lending Office) to avoid or to minimize any amounts which may otherwise be payable pursuant to this subsection; provided, however, that such efforts shall

not cause the imposition on such Lender of any additional costs or legal or regulatory burdens deemed by such Lender to be material.

2.15 Requirements of Law. (a) If the adoption of or any change in

any Requirement of Law or in the interpretation or application thereof or compliance by any Lender with any request or directive (whether or not having the force of law) from any central bank or other Governmental Authority made subsequent to the date hereof:

(i) does or shall subject such Lender to any tax of any kind whatsoever with respect to this Agreement, any Note or any Eurodollar Loan or C/D Rate Loan made by it, or change the basis of taxation of payments to such Lender of principal, facility fee, interest or any other amount payable hereunder (except for changes in the rate of tax on the overall net income of such Lender);

(ii) does or shall impose, modify or hold applicable any reserve, special deposit, compulsory loan or similar requirement against assets held by, or deposits or other liabilities in or for the account of, advances or loans by, or other credit extended by, or any other acquisition of funds by, any office of such Lender which are not otherwise included in the determination of the C/D Rate hereunder or covered by subsection 2.15(b);

(iii) does or shall impose on such Lender any other condition;

and the result of any of the foregoing is to increase the cost to such Lender of making or maintaining Loans or to reduce any amount receivable hereunder or under any Note, then, in any such case, the respective Borrower shall promptly pay such Lender, upon its demand, any additional amounts necessary to compensate such Lender for such additional cost or reduced amount receivable which such Lender reasonably deems to be material as determined by such Lender with respect to its Eurodollar Loans and C/D Rate Loans. A certificate as to any additional amounts payable pursuant to this subsection submitted by such Lender, through the Agent,

to the Company shall be conclusive in the absence of manifest error. Each Lender agrees to use reasonable efforts (including reasonable efforts to change its Domestic Lending Office or Eurodollar Lending Office, as the case may be) to avoid or to minimize any amounts which might otherwise be payable pursuant to this paragraph of this subsection; provided, however, that such efforts shall

not cause the imposition on such Lender of any additional costs or legal or regulatory burdens deemed by such Lender to be material.

(b) In addition to amounts which may become payable from time to time pursuant to paragraph (a) of this subsection, the respective Borrower agrees to pay to each Lender which requests compensation under this paragraph (b) (by notice to the Company), on the last day of each Interest Period with respect to any Eurodollar Loan made by such Lender, so long as such Lender shall be required to maintain reserves against "Eurocurrency liabilities" under Regulation D of the Board of Governors of the Federal Reserve System (or, so long as such Lender may be required by such Board of Governors or by any other Governmental Authority to maintain reserves against any other category of liabilities which includes deposits by reference to which the interest rate on Eurodollar Loans is determined as provided in this Agreement or against any category of extensions of credit or other assets of such Lender which includes any Eurodollar Loans), an additional amount (determined by such Lender and notified to the Company) representing such Lender's calculation or, if an accurate calculation is impracticable, reasonable estimate (using such reasonable means of allocation as such Lender shall determine) of the actual costs, if any, incurred by such Lender during such Interest Period as a result of the applicability of the foregoing reserves to such Eurodollar Loans, which amount in any event shall not exceed the product of the following for each day of such Interest Period:

(i) the principal amount of the Eurodollar Loans made by such Lender to which such Interest Period relates outstanding on such day; and

(ii) the difference between (x) a fraction (expressed as a decimal) the numerator of which is the Eurodollar Rate (expressed as a decimal) applicable to such Eurodollar Loan and the denominator of which is one minus the maximum rate (expressed as a decimal) at which such reserve requirements are imposed by such Board of Governors or other Governmental Authority on such date minus (y) such numerator; and

(iii) a fraction the numerator of which is one and the denominator of which is 360.

(c) If any Lender shall have determined that the adoption of or any change in any Requirement of Law regarding capital adequacy or in the interpretation or application thereof or compliance by such Lender or any corporation controlling such Lender with any request or directive regarding capital adequacy (whether or not having the force of law) from any central bank or Governmental Authority made subsequent to the date hereof does or shall have the effect of reducing the rate of return on such Lender's or such corporation's capital as a consequence of its obligations hereunder to a level below that which such Lender or such corporation could have achieved but for such adoption, change or compliance (taking into consideration such Lender's or such corporation's policies with respect to capital adequacy) by an amount deemed by such Lender to be material, then from time to time, within 15 days after demand by such Lender, the respective Borrower shall pay to such Lender such additional amount as shall be certified by such Lender as being required to compensate it for such reduction.

(d) Notwithstanding anything to the contrary contained herein, no Borrower shall have any obligation to pay to any Lender amounts owing under this subsection 2.15 for any period which is more than 60 days prior to the date upon which the request for payment therefor is delivered to the Company; provided

that in no event shall a Borrower have any obligation to pay to any Lender amounts owing under subsection 2.15(b) for any period which is prior to the commencement of the Interest Period in effect at the time a demand for payment is made by such Lender.

(e) The agreements in this subsection shall survive the termination of this Agreement and payment of the Notes and all other amounts payable hereunder.

2.16 Indemnity. The respective Borrower hereby agree to indemnify

each Lender and to hold such Lender harmless from any funding loss or expense which such Lender may sustain or incur as a consequence of (a) default by such Borrower in payment of the principal amount of or interest on any Loan by such Lender in accordance with the terms of subsections 2.1(c), 2.2(d), 2.2(e) and 2.8(f), as the case may be, (b) default by such Borrower in making a borrowing after such Borrower has given a notice in accordance with subsection 2.1 or 2.2, (c) default by such Borrower in making any prepayment after such Borrower has given a notice in

accordance with subsection 2.6 and/or (d) the making by such Borrower of a prepayment of a Committed Rate Loan, or the conversion thereof, on a day which is not the last day of the Interest Period with respect thereto, in each case including, but not limited to, any such loss or expense arising from interest or fees payable by such Lender to lenders of funds obtained by it in order to maintain its Loans hereunder. A certificate as to any additional amounts payable pursuant to this subsection submitted by any Lender, through the Agent, to the Company (which certificate must be delivered to the Agent within thirty days following such default, prepayment or conversion) shall be conclusive in the absence of manifest error. The agreements in this subsection shall survive termination of this Agreement and payment of the Notes and all other amounts payable hereunder.

2.17 Taxes. (a) All payments made by any Borrower hereunder or

under any Note will be, except as provided in subsection 2.17(b), made free and clear of, and without deduction or withholding for, any present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature now or hereafter imposed by any Governmental Authority or by any political subdivision or taxing authority thereof or therein with respect to such payments (but excluding any tax imposed on or measured by the net income or profits of a Lender pursuant to the laws of the jurisdiction in which it is organized or the jurisdiction in which the principal office or applicable lending office of such Lender is located or any subdivision thereof or therein) and all interest, penalties or similar liabilities with respect thereto (all such non-excluded taxes, levies, imposts, duties, fees, assessments or other charges being referred to collectively as "Taxes"). If any Taxes are so levied or imposed, the respective Borrower agrees to pay the full amount of such Taxes, and such additional amounts as may be necessary so that every payment of all amounts due under this Agreement or under any Note, after withholding or deduction for or on account of any Taxes, will not be less than the amount provided for herein or in such Note. The respective Borrower will furnish to the Agent as soon as practicable after the date the payment of any Taxes is due pursuant to applicable law certified copies (to the extent reasonably available and required by law) of tax receipts evidencing such payment by such Borrower. The respective Borrower agrees to indemnify and hold harmless each Lender, and reimburse such Lender upon its written request, for the amount of any Taxes so levied or imposed and paid by such Lender.

(b) Each Lender that is not a United States person (as such term is defined in Section 7701(a)(30) of the Code) agrees to deliver to the Company and the Agent on or prior to the Effective Date, or in the case of a Lender that is an assignee or transferee of an interest under this Agreement pursuant to subsection 2.18 or 8.6(c) (unless the respective Lender was already a Lender hereunder immediately prior to such assignment or transfer), on the date of such assignment or transfer to such Lender, (i) if the Lender is a "bank" within the meaning of Section 881(c)(3)(A) of the Code, two accurate and complete original signed copies of Internal Revenue Service Form 4224 or 1001 (or successor forms) certifying to such Lender's entitlement to a complete exemption from United States withholding tax with respect to payments to be made under this Agreement and under any Note, or (ii) if the Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, either Internal Revenue Service Form 1001 or 4224 as set forth in clause (i) above, or (x) a certificate substantially in the form of Exhibit C (any such certificate, a "2.17 Certificate") and (y) two accurate and complete original signed copies of Internal Revenue Service Form W-8 (or successor form) certifying to such Lender's entitlement to an exemption from United States withholding tax with respect to payments of interest to be made under this Agreement and under any Note. In addition, each Lender agrees that it will deliver upon the Company's request updated versions of the foregoing, as applicable, whenever the previous certification has become obsolete or inaccurate in any material respect, together with such other forms as may be required in order to confirm or establish the entitlement of such Lender to a continued exemption from or reduction in United States withholding tax with respect to payments under this Agreement and any Note. Notwithstanding anything to the contrary contained in subsection 2.17(a), but subject to the immediately succeeding sentence, (x) each Borrower shall be entitled, to the extent it is required to do so by law, to deduct or withhold Taxes imposed by the United States (or any political subdivision or taxing authority thereof or therein) from interest, fees or other amounts payable hereunder for the account of any Lender which is not a United States person (as such term is defined in Section 7701(a)(30) of the Code) for U.S. Federal income tax purposes to the extent that such Lender has not provided to the Company U.S. Internal Revenue Service Forms that establish a complete exemption from such deduction or withholding and (y) such Borrower shall not be obligated pursuant to subsection 2.17(a) hereof to gross-up payments to be made to a Lender in respect of Taxes imposed by the United States if (I) such Lender has not provided to the Company the Internal

Revenue Service Forms required to be provided to the Company pursuant to this subsection 2.17(b) or (II) in the case of a payment, other than interest, to a Lender described in clause (ii) above, to the extent that such Forms do not establish a complete exemption from withholding of such Taxes. Notwithstanding anything to the contrary contained in the preceding sentence or elsewhere in this subsection 2.17, the respective Borrower agrees to pay additional amounts and to indemnify each Lender in the manner set forth in subsection 2.17(a) (without regard to the identity of the jurisdiction requiring the deduction or withholding) in respect of any amounts deducted or withheld by it as described in the immediately preceding sentence as a result of any changes after the Effective Date in any applicable law, treaty, governmental rule, regulation, guideline or order, or in the interpretation thereof, relating to the deducting or withholding of Taxes.

(c) Each Lender agrees to use reasonable efforts (including reasonable efforts to change its Domestic Lending Office or Eurodollar Lending Office, as the case may be) to avoid or to minimize any amounts which might otherwise be payable pursuant to this subsection; provided, however, that such

efforts shall not cause the imposition on such Lender of any additional costs or legal or regulatory burdens deemed by such Lender to be material.

(d) If any Borrower pays any additional amount pursuant to this subsection 2.17 with respect to a Lender, such Lender shall use reasonable efforts to obtain a refund of tax or credit against its tax liabilities on account of such payment; provided that such Lender shall have no obligation to

use such reasonable efforts if either (i) it is in an excess foreign tax credit position or (ii) it believes in good faith, in its sole discretion, that claiming a refund or credit would cause adverse tax consequences to it. In the event that such Lender receives such a refund or credit, such Lender shall pay to such Borrower an amount that such Lender reasonably determines is equal to the net tax benefit obtained by such Lender as a result of such payment by such Borrower. In the event that no refund or credit is obtained with respect to such Borrower's payments to such Lender pursuant to this subsection 2.17, then such Lender shall provide a certification that such Lender has not received a refund or credit for such payments. Nothing contained in this subsection 2.17 shall require a Lender to disclose or detail the basis of its calculation of the amount of any tax benefit or any other amount or the basis of its determination

referred to in the proviso to the first sentence of this subsection 2.17 to any Borrower or any other party.

(e) The agreements in this subsection shall survive the termination of this Agreement and the payment of the Notes and all other amounts payable hereunder.

2.18 Replacement of Lenders. (a) In the event that any Lender shall

submit a request for additional reimbursement under subsection 2.15(a), (b) or (c) or subsection 2.17, the Company shall have the right to replace such Lender (together with any Lender described in subsection (b) below, the "Replaced Lender") with one or more other Eligible Transferee or Transferees, (collectively, together with any Eligible Transferee replacing a Replaced Lender as described in subsection (b) below, the "Replacement Lender") reasonably acceptable to the Agent, provided that:

(i) at the time of any replacement pursuant to this subsection 2.18, the Replacement Lender shall enter into one or more Commitment Transfer Supplements pursuant to subsection 8.6(c) (and with all fees payable pursuant to subsection 8.6(e) to be paid by the Replacement Lender) pursuant to which the Replacement Lender shall acquire all of the Commitments and outstanding Committed Rate Loans of the Replaced Lender hereunder and (if the Company so requests) under the A Credit Agreement and, in connection therewith, shall pay to the Replaced Lender in respect thereof an amount equal to the sum of (x) an amount equal to the principal of, and all accrued but unpaid interest on, all outstanding Committed Rate Loans of the Replaced Lender hereunder and thereunder, and (y) an amount equal to all accrued but unpaid Facility Fees owing to the Replaced Lender pursuant to subsection 2.4 hereof and thereof; and

(ii) all obligations of any Borrower owing to the Replaced Lender hereunder and (if the Company so requests) under the A Credit Agreement (including the aforesaid increased fees but other than (x) those specifically described in clause (i) above in respect of which the assignment purchase price has been, or is concurrently being, paid and (y) accrued but not due interest on, and the principal of, all Bid Loans of the Replaced Bank then outstanding (which will be paid when and as due by the respective Borrower)) shall be paid in full to such Replaced Lender by the respective Borrower concurrently with such replacement; provided, that, no
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such payment shall be required in respect of periods commencing (x) prior to the commencement of the Interest Period in respect of which such payment is sought, in the case of any payment pursuant to subsection 2.15(b), or (y) prior to the date which is 60 days prior to the date of such payment request, in all other cases. The respective Borrower will also be required to provide reimbursement to such Replaced Lender for any additional amounts owing pursuant to subsection 2.15(a), (b) or (c) or subsection 2.17 for the period subsequent to such request through the date of such replacement.

(b) (i) In the event that any Lender hereunder has elected (in its capacity as a "Lender" under the A Credit Agreement) not to extend the Termination Date of (and as defined in) the A Credit Agreement, the Company may either:

(x) provide, with the consent of the Agent (which consent shall not be unreasonably withheld), a Replacement Lender to acquire, pursuant to subsection 8.6(c), the Commitment of such Replaced Lender in respect of the Committed Rate Loans under this Agreement; or

(y) prepay, in accordance with the terms and provisions of the Release to which such Replaced Lender shall be a party, the outstanding Committed

Rate Loans of such Replaced Lender in full (together with other amounts owing to such Replaced Lender hereunder (other than Bid Loans of such Replaced Lender), including, without limitation, amounts payable pursuant to subsection 2.16), and, upon such prepayment, terminate the Commitment of such Replaced Lender.

(ii) Any such assignment or prepayment shall be effected simultaneously with the assignment by, or payment to, such Lender contemplated by subsection 2.19 of the A Credit Agreement.

(c) Upon the execution of the respective Commitment Transfer Supplements, the payment of amounts referred to in clauses (i) and (ii) above and, if so requested by the Replacement Lender, delivery to the Replacement Lender of the appropriate Committed Rate Note or Committed Rate Notes executed by the Borrowers, the Replacement Lender shall become a Lender hereunder and the Replaced Lender shall cease to constitute a Lender hereunder, except with respect to indemnification provisions under this Agreement (and the obligation, if any, owed it in respect of

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any outstanding Bid Loan), which shall survive as to such Replaced Lender. The Agent agrees with the Company to use diligent efforts to assist the Company in locating any necessary Replacement Lender.

SECTION 3. REPRESENTATIONS AND WARRANTIES

To induce the Lenders to enter into this Agreement and to make the Loans herein provided for, the Company hereby represents and warrants to the Agent and to each Lender (with all representations made in respect of AC and its Subsidiaries prior to the Merger Effective Date to be made to the best knowledge of the Company) that:

3.1 Financial Condition. The consolidated balance sheet of the

Company and its consolidated Subsidiaries as at December 31, 1993 and as at June 30, 1994 and the related consolidated statements of income and of cash flows for the fiscal year or six month period ended on such date, reported on (in the case of such annual statements) by Arthur Andersen & Co., copies of which have heretofore been furnished to each Lender, are complete and correct and present fairly the consolidated financial condition of the Company and its consolidated Subsidiaries as at such date, and the consolidated results of their operations and their consolidated cash flows for the fiscal year or six month period then ended, subject in the case of the June 30, 1994 statements to normal year end adjustments. All such financial statements, including the related schedules and notes thereto, have been prepared in accordance with GAAP applied consistently throughout the periods involved (except as disclosed therein). Neither the Company nor any of its consolidated Subsidiaries had, at the date of the balance sheets referred to above, any material Guarantee Obligation, contingent liabilities or liability for taxes, long- term lease or unusual forward or long-term commitment, including, without limitation, any material interest rate or foreign currency swap or exchange transaction, which is not reflected in the foregoing statements or in the notes thereto.

3.2 No Change. Since December 31, 1993 there has been no development

or event which has had a Material Adverse Effect.

3.3 Corporate Existence; Compliance with Law. Each of the Company,

its Significant Subsidiaries and the Subsidiary Borrowers (a) is duly organized, validly existing and in good standing under the laws of the jurisdiction of

its organization, (b) has the corporate or partnership power and authority and the legal right to own and operate all its material property, to lease the material property it operates as lessee and to conduct the business in which it is currently engaged, (c) is duly qualified as a foreign corporation or

partnership and in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification except to the extent that the failure to so qualify or be in good standing would not, in the aggregate, have a Material Adverse Effect and (d) is in compliance with all Requirements of Law except to the extent that the failure to comply therewith would not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

3.4 Corporate Power; Authorization; Enforceable Obligations. Each of

the Company and the other Borrowers has full power and authority and the legal right to make, deliver and perform the Credit Documents to which it is party and has taken all necessary action to authorize the execution, delivery and performance by it of the Credit Documents to which it is party. No consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person is required in connection with the borrowings hereunder or with the execution, delivery or performance of any Credit Document by the Company or the other Borrowers or with the validity or enforceability of any Credit Document against the Company or the other Borrowers. Each Credit Document to which it is a party has been duly executed and delivered on behalf of the Company or the other Borrowers. Each Credit Document to which it is a party constitutes a legal, valid and binding obligation of the Company or the other Borrowers, as the case may be, enforceable against the Company or the other Borrowers, as the case may be, in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

3.5 No Legal Bar; No Default. The execution, delivery and

performance of the Credit Documents, the borrowings thereunder and the use of the proceeds of the Loans will not violate any Requirement of Law or any Contractual Obligation of the Company, its Significant Subsidiaries or any Subsidiary Borrowers, and will not result in, or require, the creation or imposition of any Lien on any of its or their respective properties or revenues pursuant to any

Requirement of Law or Contractual Obligation. Neither the Company nor any of its Subsidiaries is in default under or with respect to any of its Contractual Obligations in any respect which would reasonably be expected to have a Material Adverse Effect. No Default or Event of Default has occurred and is continuing.

3.6 No Material Litigation. No litigation, investigation or

proceeding of or before any arbitrator or Governmental Authority is pending or, to the best knowledge of the Company, threatened by or against the Company or any of its Subsidiaries or against any of its or their respective properties or revenues (a) with respect to the Credit Documents or any Loan or any of the transactions contemplated hereby, (b) which would reasonably be expected to have a material adverse effect on the ability of the Company to consummate the Acquisition in a timely manner or (c) which would reasonably be expected to have a Material Adverse Effect.

3.7 Investment Company Act. Neither the Company nor any other

Borrower is an "investment company", or a company "controlled" by an "investment company", within the meaning of the Investment Company Act of 1940, as amended.

3.8 Federal Regulations. No part of the proceeds of any Loan

hereunder will be used directly or indirectly for any purpose which violates, or which would be inconsistent with, the provisions of Regulation G, T, U or X of the Board of Governors of the Federal Reserve System as now and from time to time hereafter in effect.

3.9 ERISA. Neither a Reportable Event nor an "accumulated funding

deficiency" (within the meaning of Section 412 of the Code or Section 302 of ERISA) has occurred during the five-year period prior to the date on which this representation is made or deemed made with respect to any Plan, and each Plan has complied in all material respects with the applicable provisions of ERISA and the Code, except to the extent that any such occurrence or failure to comply would not reasonably be expected to have a Material Adverse Effect. No termination of a Single Employer Plan has occurred resulting in any liability that has remained underfunded, and no Lien in favor of the PBGC or a Plan has arisen, during such five-year period which would reasonably be expected to have a Material Adverse Effect. Except for the Supplemental Executive Retirement Plan, the present value of all accrued benefits under each Single Employer Plan (based on those assumptions used to fund such Plans) did not,

as of the last annual valuation date prior to the date on which this representation is made or deemed made, exceed the value of the assets of such Plan allocable to such accrued benefits by an amount which would reasonably be expected to have a Material Adverse Effect. Neither the Company nor any Commonly Controlled Entity is currently subject to any liability for a complete or partial withdrawal from a Multiemployer Plan which would reasonably be expected to have a Material Adverse Effect.

3.10 Environmental Matters. Except to the extent that all of the

following, in the aggregate, would not reasonably be expected to have a Material Adverse Effect:

(a) To the best knowledge of the Company, the facilities and properties owned, leased or operated by the Company or any of its Subsidiaries (the "Properties") do not contain any Materials of

Environmental Concern in amounts or concentrations which (i) constitute a violation of, or (ii) could give rise to liability under, any Environmental Law.

(b) To the best knowledge of the Company, the Properties and all operations at the Properties are in compliance, and have in the last five years been in compliance, in all material respects with all applicable Environmental Laws, and there is no contamination at, under or about the Properties or violation of any Environmental Law with respect to the Properties or the business operated by the Company or any of its Subsidiaries (the "Business").

(c) Neither the Company nor any of its Subsidiaries has received any notice of violation, alleged violation, non-compliance, liability or potential liability regarding environmental matters or compliance with Environmental Laws with regard to any of the Properties or the Business, nor does the Company have knowledge or reason to believe that any such notice will be received or is being threatened.

(d) To the best knowledge of the Company, Materials of Environmental Concern have not been transported or disposed of from the Properties in violation of, or in a manner or to a location which could give rise to liability under, any Environmental Law, nor have any Materials of Environmental Concern been generated, treated, stored or disposed of at, on or under any of the Properties in violation of, or in a

manner that could give rise to liability under, any applicable Environmental Law.

(e) No judicial proceeding or governmental or administrative action is pending or, to the knowledge of the Company, threatened, under any Environmental Law to which the Company or any Subsidiary is or will be named as a party with respect to the Properties or the Business, nor are there any consent decrees or other decrees, consent orders, administrative orders or other orders, or other administrative or judicial requirements outstanding under any Environmental Law with respect to the Properties or the Business.

(f) To the best knowledge of the Company, there has been no release or threat of release of Materials of Environmental Concern at or from the Properties, or arising from or related to the operations of the Company or any Subsidiary in connection with the Properties or otherwise in connection with the Business, in violation of or in amounts or in a manner that could give rise to liability under Environmental Laws.

3.11 Offer to Purchase. On and as of the Effective Date, all

necessary material governmental and third party approvals in connection with the purchase of Shares pursuant to the Offer to Purchase, and the transactions contemplated thereby and otherwise referred to therein have been or, prior to the time when required, will have been, obtained and remain in effect, and all applicable waiting periods have or, prior to the time when required, will have, expired without, in all such cases, any action being taken by any competent authority which materially restrains, prevents, imposes materially adverse conditions upon or unduly hinders, the consummation of the purchase of Shares pursuant to the Offer to Purchase. Additionally, except to the extent consented to by the Majority Lenders there does not exist any judgment, order, injunction or other restraint issued or filed with respect to the making of Loans or which would reasonably be expected to materially impair the right or ability of Acq. Sub. to purchase the Shares pursuant to the Offer to Purchase or to consummate the Merger. At the time of their dissemination to the public, the Offer to Purchase and all other Tender Offer Documents and Additional Tender Offer Documents (taken as a whole) prepared by or on behalf of the Company and/or its Subsidiaries, do not and will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the

statements therein, in light of the circumstances under which made, not misleading.

3.12 Merger. (a) On and after the Effective Date, (i) the Merger

Agreement shall have been duly authorized, executed and delivered by the Company and Acq. Sub. and shall constitute a legal, valid and binding obligation of the Company and Acq. Sub. enforceable against the Company and Acq. Sub. in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law), and (ii) such execution, delivery or performance by the Company or Acq. Sub. will not violate any Requirement of Law or any Contractual Obligation of the Company or Acq. Sub. or to the extent such violation would reasonably be expected to have a Material Adverse Effect, of AC or any of its Subsidiaries.

(b) On and as of the Merger Effective Date, (i) all material consents and approvals of, and filings and registrations with, and all other actions in respect of, all Governmental Authorities required in order to make or consummate the Merger, or otherwise required in connection with the Merger, will have been obtained, given, filed or taken and are or will be in full force and effect (or effective judicial relief with respect thereto will have been obtained) and (ii) the Merger shall have been consummated in accordance with the Merger Agreement and in compliance with all applicable laws.

3.13 Purpose of Loans. The proceeds of the Loans will be used by the

Borrowers (i) to finance the Acquisition, (ii) to repay outstandings, if any, under the Existing Facility and (iii) for their general corporate and working capital purposes, and the availability hereunder shall be used to back-up privately placed, short-term notes.

3.14 Restrictions on Subsidiaries. There are no restrictions on the

Company or any of its Subsidiaries which prohibit or otherwise restrict the transfer of cash or other assets (x) between the Company and any of its Subsidiaries or (y) between any Subsidiaries of the Company, other than (x) applicable restrictions of law imposed on Subsidiaries by the jurisdictions in which such Subsidiaries are incorporated or do business, (y) prior to the date which is 45 days after the Merger Effective Date, those restrictions imposed by the debt agreements of AC and its Subsidiaries and (z) other restric

tions which, in the aggregate, do not encumber a material amount of cash or other assets.

SECTION 4. CONDITIONS PRECEDENT

4.1 Conditions to Effective Date. This Agreement shall become

effective upon the satisfaction of the following conditions precedent:

(a) Execution of Agreement. The Agent shall have received (i) one or

more counterparts of this Agreement, executed by a duly authorized officer of each party hereto and (ii) for the account of each Lender a Committed Rate Note and a Bid Loan Note, in each case conforming to the requirements of this Agreement and executed by a duly authorized officer of each Borrower.

(b) Officer's Certificate. The Agent shall have received, with a

counterpart for each Lender, a certificate of a duly authorized officer of each of the Company and the other Borrowers dated the Effective Date, substantially in the form of Exhibit I with appropriate insertions and attachments.

(c) Legal Opinion of Counsel. The Agent shall have received, with a

copy for each Lender, an opinion of Louis L. Hoynes, Jr., Senior Vice President and General Counsel of the Company (and covering all of the Borrowers), dated the Effective Date and addressed to the Agent and the Lenders, substantially in the form of Exhibit J. Such opinion shall also cover such other matters incident to the transactions contemplated by this

Agreement as the Agent shall reasonably require.

(d) Fees. The Agent shall have received all fees, if any, owing

pursuant to subsection 2.4.

(e) Termination of Existing Facility. The Agent shall have received

evidence satisfactory to it that all commitments under the Existing
Facility have been terminated and all amounts owing thereunder, if any,
have been paid in full.

(f) Tender Offer Documents. On or prior to the Effective Date, there

shall have been delivered to the Lenders true and correct copies of the
Tender Offer Documents and the Additional Tender Offer Documents (which
Additional Tender Offer Documents, other than any

Additional Tender Offer Document consisting solely of an amendment
extending the expiration date of the Tender Offer, shall either be (i) not
materially adverse to the interest of the Lenders (in the reasonable
opinion of the Agent) or (ii) reasonably satisfactory to the Agent and the
Majority Lenders). Each of the conditions to purchase contained in the
Offer to Purchase shall have been satisfied or, with the consent of the
Agent (not to be unreasonably withheld), waived.

(g) Tender of Shares of AC; Control. On the Effective Date, (i) the

Tender Offer Closing Date shall have occurred, (ii) there shall have been
validly tendered to Acq. Sub and not withdrawn the number of Shares that
satisfies the "Minimum Condition" as defined in the Offer to Purchase and
the price per Share paid pursuant to the Offer to Purchase shall not exceed
the Maximum Price Per Share and (iii) such number of Shares shall have been
validly tendered to Acq. Sub, free and clear of all Liens and restrictions
to purchase imposed by applicable law or otherwise and such Shares shall
not have been validly withdrawn and shall be available for purchase in

accordance with the terms and conditions set forth in the Offer to Purchase. After giving effect to the consummation of the Tender Offer, Acq. Sub shall own and control that number of Shares of AC as shall be necessary to permit the Company and its wholly-owned Subsidiaries to approve the Merger without the affirmative vote or approval of any other shareholders, and there shall be no applicable statute or other restriction which would prohibit, materially restrict or materially delay the consummation of the Merger or which would be reasonably likely to make the consummation of the Merger economically unfeasible.

(h) Subsection 4.2 Conditions. The conditions specified in

subsections 4.2(a) and (b) shall be satisfied on the Effective Date as if Loans were to be made on such date.

(i) Additional Matters. All other documents and legal matters in

connection with the transactions contemplated by this Agreement shall be reasonably satisfactory in form and substance to the Agent and its counsel.

4.2 Conditions to All Loans. The obligation of each Lender to make

any Loan to be made by it hereunder (including the initial Loan to be made by it hereunder) is

subject to the satisfaction of the following conditions precedent on the date of making such Loan:

(a) Representations and Warranties. The representations and

warranties made by the Company or any other Borrower, as the case may be, herein or which are contained in any certificate furnished at any time

under or in connection herewith shall be true and correct in all material respects on and as of the date of such Loan as if made on and as of such date.

(b) No Default or Event of Default. No Default or Event of Default

shall have occurred and be continuing on such date or after giving effect to the Loan to be made on such date unless such Default or Event of Default shall have been waived in accordance with this Agreement.

(c) Additional Conditions to Bid Loans. If such Loan is made

pursuant to subsection 2.2 all conditions set forth in such subsection shall have been satisfied.

(d) Additional Conditions to Committed Rate Loans. If such Loan is

made pursuant to subsection 2.1, all conditions set forth in such subsection shall have been satisfied.

Each acceptance by any Borrower of a Loan shall be deemed to constitute a representation and warranty by the Company as of the date of such Loan that the applicable conditions in paragraphs (a), (b), (c) and/or (d) of this subsection have been satisfied.

SECTION 5. COVENANTS

The Company hereby covenants and agrees that on the Effective Date, and thereafter for so long as this Agreement is in effect and until the Commitments have terminated, no Note remains outstanding and unpaid and the Loans, together with interest, Facility Fees and all other amounts owing to the Agent or any Lender hereunder, are paid in full, the Company shall and, in the case of subsections 5.3, 5.4, 5.5 and 5.6, shall cause each of its Significant Subsidiaries and the Subsidiary Borrowers to, and in the case of subsections 5.7, 5.8 and 5.11 shall cause each of its Subsidiaries to:

5.1 Financial Statements. Furnish to the Agent (with a sufficient

number of copies for each Lender, which the Agent shall promptly furnish to each Lender):

(a) as soon as available, but in any event within 120 days after the end of each fiscal year of the Company, a copy of the consolidated balance sheet of the Company and its consolidated Subsidiaries as at the end of such year and the related consolidated statements of income and retained earnings and of cash flows of the Company and its consolidated Subsidiaries for such year, setting forth in each case in comparative form the figures for the previous year, reported on without a "going concern" or like qualification or exception, or qualification indicating that the scope of the audit was inadequate to permit such independent certified public accountants to certify such financial statements without such qualification, by Arthur Andersen & Co. or another firm of independent certified public accountants of nationally recognized standing; and

(b) as soon as available, but in any event not later than 60 days after the end of each of the first three quarterly periods of each fiscal year of the Company, a copy of the Company's Report on Form 10-Q for such quarter, as filed with the Securities Exchange Commission;

all such financial statements to be complete and correct in all material respects and to be prepared in reasonable detail and in accordance with GAAP applied consistently throughout the periods reflected therein (except as approved by such accountants or a Responsible Officer, as the case may be, and disclosed therein).

5.2 Certificates; Other Information. Furnish to the Agent (with a

sufficient number of copies for each Lender, which the Agent shall promptly furnish to each Lender):

(a) concurrently with the delivery of the financial statements referred to in subsection 5.1(a) above, a certificate of the independent certified public accountants reporting on such financial statements stating that in making the examination necessary therefor no knowledge was obtained of any Default or Event of Default, except as specified in such certificate;

(b) concurrently with the delivery of the financial statements referred to in subsection 5.1(a) above and the Report on Form 10-Q for the Company's fiscal quarters referred to in subsection 5.1(b) above, a certificate of a Responsible Officer of the Company stating that, to the best of such Responsible Officer's knowledge, the Company during such period observed or performed all of its covenants and other agreements, and satisfied every material condition, contained in this Agreement to be observed, performed or satisfied by it, and that such Responsible Officer has obtained no knowledge of any Default or Event of Default except as specified in such certificate and such certificate shall include the calculation required to indicate compliance with subsection 5.10;

(c) within thirty days after the same are sent, copies of all reports (other than those otherwise provided pursuant to subsection 5.1 and those which are of a promotional nature) and other financial information which the Company sends to its stockholders, and within thirty days after the same are filed, copies of all financial statements and non-confidential reports which the Company may make to, or file with, the Securities and Exchange Commission or any successor or analogous Governmental Authority; and

(d) promptly, such additional financial and other information as the Agent, on behalf of any Lender, may from time to time reasonably request.

5.3 Payment of Obligations. Pay, discharge or otherwise satisfy at

or before maturity or before they become delinquent, as the case may be, all its material obligations of whatever nature and any additional costs that are imposed as a result of any failure to so pay, discharge or otherwise satisfy such obligations, except when the amount or validity of such obligations and costs is currently being contested in good faith by appropriate proceedings and reserves in conformity with GAAP with respect thereto have been provided on the books of the Company or its Subsidiaries, as the case may be.

5.4 Conduct of Business and Maintenance of Existence. Preserve,

renew and keep in full force and effect its corporate existence and take all reasonable action to maintain all rights, privileges and franchises necessary or desirable in the normal conduct of its businesses; comply with all Contractual Obligations and Requirements of Law

applicable to it except to the extent that failure to comply therewith would not, in the aggregate, have a Material Adverse Effect; not enter into any business which is material to the Company and its Subsidiaries taken as a whole, other than businesses in which the Company and its Subsidiaries are engaged on the date hereof and businesses directly related to such existing businesses.

5.5 Maintenance of Property; Insurance. Keep all material property

useful and necessary in its business in good working order and condition; maintain with financially sound and reputable insurance companies insurance on all its property in at least such amounts and against at least such risks as are usually insured against in the same general area by companies engaged in the same or a similar business; and furnish to the Agent, upon written request, full information as to the insurance carried; provided, however, that the Company and

its Subsidiaries may maintain self insurance plans to the extent companies of similar size and in similar businesses do so.

5.6 Inspection of Property; Books and Records; Discussions. Keep

proper books of records and account in which full, true and correct entries in conformity with GAAP and all Requirements of Law shall be made of all dealings and transactions in relation to its businesses and activities; and permit, during regular business hours and upon reasonable notice by the Agent, the Agent to visit and inspect any of its properties and examine and make abstracts from any of its books and records (other than materials protected by the attorney-client privilege and materials which the Company may not disclose without violation of a confidentiality obligation binding upon it) at any reasonable time and as often as may reasonably be desired, and to discuss the business, operations, properties and financial and other condition of the Company and its Significant Subsidiaries with officers and employees of the Company and its Significant Subsidiaries and with its independent certified public accountants.

5.7 Notices. Give notice to the Agent (which shall promptly transmit

such notice to each Lender) of:

(a) within five Business Days after the Company knows or has reason to know thereof, the occurrence of any material Default or Event of Default;

(b) promptly, any default or event of default under any Contractual Obligation of the Company or any of its Significant Subsidiaries or any Subsidiary

Borrower which would reasonably be expected to have a Material Adverse Effect;

(c) promptly, any litigation, or any investigation or proceeding known to the Company, affecting the Company or any of its Significant Subsidiaries or any Subsidiary Borrower which would reasonably be expected to have a Material Adverse Effect;

(d) as soon as possible and in any event within 30 days after the Company knows or has reason to know thereof: (i) the occurrence or expected occurrence of any Reportable Event with respect to any Plan, a failure to make any required contribution to a Plan, the creation of any Lien in favor of the PBGC or a Plan or any withdrawal from, or the termination, Reorganization or Insolvency of, any Multiemployer Plan or (ii) the institution of proceedings or the taking of any other action by the PBGC or the Company or any Commonly Controlled Entity or any Multiemployer Plan with respect to the withdrawal from, or the terminating, Reorganization or Insolvency of, any Plan; and

(e) promptly, any other development or event which would reasonably be expected to have a Material Adverse Effect.

Each notice pursuant to this subsection shall be accompanied by a statement of a Responsible Officer of the Company setting forth details of the occurrence referred to therein and stating what action the Company proposes to take with respect thereto.

5.8 Environmental Laws.

(a) Comply with, and ensure compliance by all tenants and subtenants, if any, with, all applicable Environmental Laws and obtain and comply in all material respects with and maintain, and ensure that all tenants and subtenants obtain and comply in all material respects with and maintain, any and all licenses, approvals, notifications, registrations or permits required by applicable Environmental Laws except to the extent that failure to do so would not reasonably be expected to have a Material Adverse Effect;

(b) Conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions required under Environmental Laws and

promptly comply in all material respects with all lawful orders and directives of all Governmental Authorities regarding Environmental Laws except to the extent that the same are being contested in good faith by appropriate proceedings and the pendency of such proceedings would not reasonably be expected to have a Material Adverse Effect; and

(c) Defend, indemnify and hold harmless the Agent and the Lenders, and their respective employees, agents, officers and directors, from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature known or unknown, contingent or otherwise, arising out of, or in any way relating to the violation of, noncompliance with or liability under, any Environmental Law applicable to the operations of the Company, any of its Significant Subsidiaries or the Properties, or any orders, requirements or demands of Governmental Authorities related thereto, including, without limitation, attorney's and consultant's fees, investigation and laboratory fees, response costs, court costs and litigation expenses, except to the extent that any of the foregoing arise out of the gross negligence or willful misconduct of the party seeking indemnification therefor. The agreements in this paragraph shall survive repayment of the Notes and all other amounts payable hereunder.

5.9 Merger; Control. (i) Cause the Merger to be consummated as

promptly as practical and in no event later than the date which is 180 days after the Effective Date, (ii) subject to compliance with Rule 14f-1 promulgated under the Securities Exchange Act of 1934, take all actions available to it to cause designees of the Company to constitute a majority of the Board of Directors of AC as promptly as reasonably practical after the Merger Agreement Date, (iii) comply in all material respects with all of its covenants and agreements contained in the Merger Agreement, (iv) exercise all commercially reasonable efforts to cause AC to comply with all of AC's material covenants and conditions contained in the Merger Agreement and (v) not waive or agree to amend any material covenant binding upon AC and its Subsidiaries that is set forth in the Merger Agreement if such waiver or amendment would result in a breach of any

of the covenants contained in this Agreement (assuming AC and its Subsidiaries were Subsidiaries of the Company for purposes of this Agreement).

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5.10 Consolidated Adjusted Indebtedness to Adjusted Capitalization.

Not permit the ratio of (i) Consolidated Adjusted Indebtedness to (ii) Adjusted Capitalization at any time during any period set forth below to exceed the ratio set forth opposite such period below:

Period -----	Ratio -----
Effective Date through but excluding December 31, 1996	.76:1.0
December 31, 1996 through but excluding December 31, 1997	.725:1.0
December 31, 1997 through but excluding December 31, 1998	.70:1.0
December 31, 1998 and thereafter	.65:1.0

5.11 Liens, Etc. Not create or suffer to exist any Lien upon or with

respect to any of its properties, whether now owned or hereafter acquired, or

assign, or assign any right to receive income, in each case to secure or provide for the payment of any Indebtedness of any Person, other than (i) purchase money Liens or purchase money security interests upon or in any property acquired or held by it or any Subsidiary in the ordinary course of business to secure the purchase price of such property or to secure indebtedness incurred solely for the purpose of financing the acquisition of such property, (ii) Liens or security interests existing on such property at the time of its acquisition (other than any such Lien or security interest created in contemplation of such acquisition), (iii) Liens or security interests existing on the Effective Date hereof, (iv) Liens or security interests on property financed through the issuance of industrial revenue bonds in favor of the holders of such bonds or any agent or trustee therefor, (v) Liens or security interests securing Indebtedness in an aggregate amount not in excess of 15% of the Company's Consolidated Tangible Assets, (vi) Liens or security interests upon or with respect to "margin stock" as that term is defined in Regulation U issued by the Board of Governors of the Federal Reserve System or (vii) Permitted Liens.

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SECTION 6. EVENTS OF DEFAULT

Upon the occurrence of any of the following events:

(a) Any Borrower shall fail to pay any principal on any Note when due in accordance with the terms thereof or hereof on the maturity date thereof; or any Borrower shall fail to pay any interest on any Note or any fee or other amount payable hereunder when due in accordance with the terms thereof or hereof and such failure shall continue unremedied for five Business Days; or

(b) Any representation or warranty made or deemed made by the Company or any other Borrower herein or which is contained in any certificate, document or financial or other statement furnished at any time under or in connection with this Agreement shall prove to have been incorrect, false or misleading in any material respect on or as of the date made or deemed made; or

(c) The Company shall (i) default in the due performance or observance of subsection 5.9(i) or 5.10 (provided that no Default or Event of Default shall arise or exist under this subsection 6(c) (i) in respect of a breach of subsection 5.10 if prior to the time the Company is required to give notice to the Lenders under subsection 5.7(a) of such breach, such breach has been cured (determined on a pro forma basis)), or (ii) default in any material respect in the observance or performance of any other term, covenant or agreement contained in this Agreement (other than as described in subsections 6.1(a) or 6.1(c) (i) above), and such default shall continue unremedied for a period of 30 days or more; or

(d) The Company, any of its Significant Subsidiaries or any Subsidiary Borrower shall (i) default in any payment of principal of or interest on any Indebtedness (other than the Notes) in a principal amount outstanding of at least \$100,000,000 in the aggregate for the Company, its Significant Subsidiaries and any Subsidiary Borrower or in the payment of any matured Guarantee Obligation in a principal amount outstanding of at least \$100,000,000 in the aggregate for the Company, its Significant Subsidiaries and any Subsidiary Borrower beyond the period of grace (not to exceed 30 days), if any, provided in the instrument or agreement under which such Indebtedness or Guarantee Obligation

was created; or (ii) default in the observance or performance of any other agreement or condition relating to any such Indebtedness in a principal amount outstanding of at least \$100,000,000 in the aggregate for the Company, its Significant Subsidiaries and any Subsidiary Borrower or Guarantee Obligation in a principal amount outstanding of at least \$100,000,000 in the aggregate for the Company, its Significant Subsidiaries and any Subsidiary Borrower or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or holders of such Indebtedness or

beneficiary or beneficiaries of such Guarantee Obligation (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to become due prior to its stated maturity or such Guarantee Obligation to become payable, provided, that, (x) no default under Indebtedness of AC

and/or any of its Subsidiaries resulting from the Acquisition, so long as no holder of such Indebtedness has accelerated, or taken any action to collect, such Indebtedness, shall constitute, or be included in determining, an Event of Default pursuant to this subsection (d) for a period of 45 days following the Merger Effective Date and (y) no acceleration, mandatory "put" or prepayment or other prepayment prior to final maturity under Indebtedness of AC and/or any of its Subsidiaries resulting from the Acquisition shall constitute, or be included in determining, an Event of Default pursuant to this Subsection (d) for a period of 45 days following the Effective Date; or

(e) (i) The Company, any of its Significant Subsidiaries or any Subsidiary Borrower shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or the Company, any such Significant Subsidiary or any Subsidiary Borrower shall make a

general assignment for the benefit of its creditors; or (ii) there shall be commenced against the Company, any such Significant Subsidiary or any

Subsidiary Borrower any case, proceeding or other action of a nature referred to in clause (i) above which (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed, undischarged or unbonded for a period of 60 days; or (iii) there shall be commenced against the Company, any such Significant Subsidiary or any Subsidiary Borrower any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets which results in the entry of an order for any such relief which shall not have been vacated, discharged, or stayed or bonded pending appeal within 60 days from the entry thereof; or (iv) the Company, any such Significant Subsidiary or any Subsidiary Borrower shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii), or (iii) above; or (v) the Company, any such Significant Subsidiary or any Subsidiary Borrower shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due; or

(f) One or more judgments or decrees shall be entered against the Company, any of its Significant Subsidiaries or any Subsidiary Borrower involving in the aggregate a liability (not paid when due or covered by insurance) of \$100,000,000 or more and all such judgments or decrees shall not have been vacated, discharged, stayed or bonded pending appeal within 30 days from the entry thereof; or

(g) (i) Any Person shall engage in any "prohibited transaction" (as defined in Section 406 of ERISA or Section 4975 of the Code) involving any Plan, (ii) any "accumulated funding deficiency" (as defined in Section 302 of ERISA), whether or not waived, shall exist with respect to any Plan or any Lien in favor of the PBGC or a Plan shall arise on the assets of the Company or any Commonly Controlled Entity, (iii) a Reportable Event shall occur with respect to, or proceedings shall commence to have a trustee appointed, or a trustee shall be appointed, to administer or to terminate, any Single Employer Plan, which Reportable Event or commencement of proceedings or appointment of a trustee is, in the reasonable opinion of the Majority Lenders, likely to

result in the termination of such Plan for purposes of Title IV of ERISA, (iv) any Single Employer Plan shall terminate for purposes of Title IV of ERISA, (v) the Company, any of its Significant Subsidiaries or any Commonly Controlled Entity shall, or in the reasonable opinion of the Majority Lenders is likely to, incur any liability in connection with a withdrawal from, or the Insolvency or Reorganization of, any Multiemployer Plan or (vi) any other similar event or condition shall occur or exist with respect to a Plan; and in each case in clauses (i) through (vi) above, such event or condition, together with all other such events or conditions, if any, could have a Material Adverse Effect; or

(h) Either (i) a "person" or a "group" (within the meaning of Sections 13(d) and 14(d)(2) of the Securities Exchange Act of 1934) becomes the "beneficial owner" (as defined in Rule 13d-3 under the Securities Exchange Act of 1934) of more than 50% (25% after the Effective Date) of the then outstanding voting stock of the Company or (ii) a majority of the Board of Directors of the Company shall consist of individuals who are not Continuing Directors; "Continuing Director" means, as of any date of determination, (i) an individual who on the date two years prior to such determination date was a member of the Company's Board of Directors and (ii) any new Director whose nomination for election by the Company's shareholders was approved by a vote of at least 75% of the Directors then still in office who either were Directors on the date two years prior to such determination date or whose nomination for election was previously so approved; or

(i) The Guaranty or any provision thereof shall cease to be in full force and effect or the Company or any Person acting by or on behalf of the Company shall deny or disaffirm the Company's obligations under the Guaranty;

then, and in any such event, (A) if such event is an Event of Default specified in clause (i) or (ii) of paragraph (e) above in respect of the Company, automatically the Commitments shall immediately terminate and the Loans (with accrued interest thereon), and all other amounts owing under the Credit Documents shall immediately become due and payable, and (B) if such event is any other Event of Default, either or both of the following actions may be taken: (i) with the consent of the Majority Lenders, the Agent may, or upon the request of the Majority Lenders, the Agent shall, by notice

to the Company declare the Commitments to be terminated forthwith, whereupon the Commitments shall immediately terminate; and (ii) with the consent of the Majority Lenders, the Agent may, or upon the request of the Majority Lenders, the Agent shall, by notice of default to the Company, declare the Loans (with accrued interest thereon) and all other amounts owing under this Agreement and the Notes to be due and payable forthwith, whereupon the same shall immediately become due and payable. Except as expressly provided above in this Section 6, presentment, demand, protest and all other notices of any kind are hereby expressly waived.

SECTION 7. THE AGENT

7.1 Appointment. Each Lender hereby irrevocably designates and -----

appoints Chemical Bank as the Agent of such Lender under this Agreement, and each such Lender irrevocably authorizes Chemical Bank, as the Agent for such Lender, to take such action on its behalf under the provisions of this Agreement and to exercise such powers and perform such duties as are expressly delegated to the Agent by the terms of this Agreement, together with such other powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Agreement, the Agent shall not have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or otherwise exist against the Agent.

7.2 Delegation of Duties. The Agent may execute any of its duties -----

under this Agreement by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. The Agent shall not be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it with reasonable care. Without limiting the foregoing, the Agent may appoint CBAS as its agent to perform the functions of the Agent hereunder relating to the advancing of funds to the Borrowers and distribution of funds to the Lenders and to perform such other related functions of the Agent hereunder as are reasonably incidental to such functions.

7.3 Exculpatory Provisions. Neither the Agent nor any of its -----

officers, directors, employees, agents, attorneys-in-fact or Affiliates (including, without limitation, CBAS) shall be (i) liable for any action lawfully taken or omitted to be taken by it or such Person under or in connection with

this Agreement (except for its or such Person's own gross negligence or willful misconduct) or (ii) responsible in any manner to any of the Lenders for any recitals, statements, representations or warranties made by the Company or any other Borrower or any officer thereof contained in this Agreement or in any certificate, report, statement or other document referred to or provided for in, or received by the Agent under or in connection with, this Agreement or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of any of the Credit Documents or for any failure of the Company or any other Borrower to perform its obligations hereunder or thereunder. Neither the Agent nor CBAS shall be under any obligation to any Lender to ascertain or to inquire as to the observance or performance by the Company or any other Borrower of any of the agreements contained in, or conditions of, this Agreement (other than the receipt by the Agent of the documents specified in subsection 4.1), or to inspect the properties, books or records of the Company or any other Borrower.

7.4 Reliance by Agent. Each of the Agent and CBAS shall be entitled

to rely, and shall be fully protected in relying, upon any Note, writing, resolution, notice, consent, certificate, affidavit, letter, cablegram, telegram, teletype, telex or teletype message, statement, order or other document or conversation reasonably believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including, without limitation, counsel to the Company), independent accountants and other experts selected by the Agent. The Agent may deem and treat the payee of any Note as the owner thereof for all purposes unless (a) a written notice of assignment, negotiation or transfer thereof shall have been filed with the Agent and (b) the Agent shall have received the written agreement of such assignee to be bound hereby as fully and to the same extent as if such assignee were an original Lender party hereto, in each case in form satisfactory to the Agent. The Agent shall be fully justified in failing or refusing to take any action under this Agreement unless it shall first receive such advice or concurrence of the Majority Lenders as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. The Agent shall in all cases be fully protected in acting, or in refraining from acting, under any of the Credit Documents in accordance with a request of the Majority Lenders, and such request and any action taken or failure to act pursuant thereto shall be

binding upon all the Lenders and all future holders of the Notes.

7.5 Notice of Default. The Agent shall not be deemed to have

knowledge or notice of the occurrence of any Default or Event of Default hereunder unless the Agent has received notice from a Lender, the Company or any Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default". In the event that the Agent receives such a notice, the Agent shall give notice thereof to the Lenders. The Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Majority Lenders; provided, however, that unless and until the Agent shall have received such

directions, the Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of the Lenders.

7.6 Non-Reliance on Agent, Other Lenders and CBAS. Each Lender

expressly acknowledges that neither the Agent nor any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates has made any representation or warranty to it and that no act by the Agent hereinafter taken, including any review of the affairs of the Company and/or any other Borrower, shall be deemed to constitute any representation or warranty by the Agent to any Lender. Each Lender represents to the Agent and CBAS that it has, independently and without reliance upon the Agent or any other Lender or CBAS, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of the Company and the other Borrowers and made its own decision to make its Loans hereunder and enter into this Agreement. Each Lender also represents that it will, independently and without reliance upon the Agent, CBAS or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Company and the other Borrowers. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Agent hereunder, the Agent shall not have any duty or responsibility to provide any Lender with any credit or other

information concerning the business, operations, property, condition (financial or otherwise), prospects or creditworthiness of the Company and the other Borrowers which may come into the possession of the Agent or any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates.

7.7 Indemnification. The Lenders agree to indemnify each of the

Agent and CBAS in their respective capacities hereunder (to the extent not reimbursed by the Borrowers and without limiting the obligation of the Borrowers to do so), ratably according to their respective Commitment Percentages) in effect on the date on which indemnification is sought under this subsection, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever which may at any time (including, without limitation, at any time following the payment of the Notes) be imposed on, incurred by or asserted against the Agent or CBAS in any way relating to or arising out of any Credit Document or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by the Agent or CBAS under or in connection with any of the foregoing; provided,

however, that no Lender shall be liable for the payment of any portion of such

liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting solely from the Agent's or CBAS's gross negligence or willful misconduct. The agreements in this subsection shall survive the termination of this Agreement and payment of the Notes and all other amounts payable hereunder.

7.8 Agent in Its Individual Capacity. The Agent and its Affiliates

may make loans to, accept deposits from and generally engage in any kind of business with the Company and the other Borrowers as though the Agent were not the Agent hereunder. With respect to its Loans made or renewed by it and any Note issued to it, the Agent shall have the same rights and powers under this Agreement as any Lender and may exercise the same as though it were not the Agent, and the terms "Lender" and "Lenders" shall include the Agent in its

individual capacity.

7.9 Successor Agent. The Agent may resign as Agent upon 15 days'

notice to the Company and the Lenders. If the Agent shall resign as Agent under this Agreement and the Notes, then the Majority Lenders shall appoint from among the Lenders a successor agent for the Lenders, which succes

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sor agent shall be approved by the Company, whereupon such successor agent shall succeed to the rights, powers and duties of the Agent, and the term "Agent" shall mean such successor agent effective upon such appointment and approval, and the former Agent's rights, powers and duties as Agent shall be terminated, without any other or further act or deed on the part of such former Agent or any of the parties to this Agreement or any holders of the Notes. After any retiring Agent's resignation as Agent, the provisions of this subsection shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Agent under this Agreement.

SECTION 8. MISCELLANEOUS

8.1 Amendments and Waivers. Neither this Agreement, nor any of the

Notes, nor any terms hereof or thereof may be amended, supplemented or modified except in accordance with the provisions of this subsection. The Majority Lenders may, or, with the written consent of the Majority Lenders, the Agent may, from time to time, (a) enter into with the Company and the other Borrowers written amendments, supplements or modifications hereto and to the other Credit Documents for the purpose of adding any provisions to this Agreement or the other Credit Documents or changing in any manner the rights of the Lenders or of the Company and the other Borrowers hereunder or thereunder or (b) waive, on such terms and conditions as the Majority Lenders or the Agent, as the case may

be, may specify in such instrument, any of the requirements of this Agreement or the other Credit Documents or any Default or Event of Default and its consequences; provided, however, that no such waiver and no such amendment,

supplement or modification shall (i) reduce the amount or extend the scheduled date of maturity of any Loan or Note, or reduce the stated rate of any interest or fee payable hereunder (other than interest at the increased post-default rate) or extend the scheduled date of any payment thereof or increase the amount or extend the expiration date of any Lender's Commitment, in each case without the consent of each Lender directly affected thereby, or (ii) amend, modify or waive any provision of this subsection or reduce the percentage specified in the definition of Majority Lenders, or consent to the assignment or transfer by the Company or except as expressly provided in subsection 8.6(a), the Subsidiary Borrowers of any of their rights and obligations under this Agreement, or release the Guaranty of the Company supporting the Loans hereunder, in each case without the written consent of all the Lenders, or (iii) amend, modify or

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waive any provision of Section 7 without the written consent of the then Agent. Any such waiver and any such amendment, supplement or modification shall apply equally to each of the Lenders and shall be binding upon the Company, the Subsidiary Borrowers, the Lenders, the Agent and all future holders of the Notes. In the case of any waiver, the Company, the Subsidiary Borrowers, the Lenders and the Agent shall be restored to their former position and rights hereunder and under the outstanding Loans and Notes, and any Default or Event of Default waived shall be deemed to be cured and not continuing; but no such waiver shall extend to any subsequent or other Default or Event of Default, or impair any right consequent thereon.

8.2 Notices. Except as otherwise provided in Section 2, all notices,

requests and demands to or upon the respective parties hereto to be effective shall be in writing (including by telecopy), and, unless otherwise expressly

provided herein, shall be deemed to have been duly given or made when received by the respective party to whom sent, addressed as follows in the case of the Company, the other Borrowers, the Agent and CBAS, and as set forth on Schedule II hereof in the case of the Lenders, or to such other address as may be hereafter notified by the respective parties hereto and any future holders of the Notes:

The Subsidiary Borrowers: c/o American Home Products
Corporation
Five Giralda Farms
Madison, New Jersey 07940
Attention: Thomas M. Nee
Telecopier: (201) 660-6551
Telephone: (201) 660-6782

with a copy to:

Senior Vice President and
General Counsel
Telecopier: (201) 660-7156
Telephone: (201) 660-6040

The Company: American Home Products
Corporation
Five Giralda Farms
Madison, New Jersey 07940
Attention: Treasurer
Telecopier: (201) 660-6671
Telephone: (201) 660-6816

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with a copy to:

Senior Vice President and
General Counsel
Telecopier: (201) 660-7156
Telephone: (201) 660-6040

The Agent: Chemical Bank
270 Park Avenue
New York, New York 10017
Attention: David D. Cutting
Telecopier: (212) 270-9856
Telephone: (212) 270-8279

CBAS: Chemical Bank Agency
Services
140 East 45th Street
New York, New York 10017-
3162
Attention: Hilma Gabbidon
Telecopier: (212) 622-0002
Telephone: (212) 622-0693.

8.3 No Waiver; Cumulative Remedies. No failure to exercise and no

delay in exercising, on the part of the Agent or any Lender, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

8.4 Survival of Representations and Warranties. All representations

and warranties made hereunder and in any document, certificate or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement and the Notes and the making of the Loans, provided that all such representations and warranties shall terminate on the

date upon which the Commitments have been terminated and all amounts owing hereunder and under any Notes have been paid in full.

8.5 Payment of Expenses and Taxes. The Borrowers agree (a) to pay or

reimburse the Agent for all its reasonable out-of-pocket costs and expenses incurred in connection with the development, preparation, printing and execution of, and any amendment, supplement or modification to, the Credit

Documents and any other documents prepared in connection herewith or therewith, and the consummation and administration of the transactions contemplated hereby and thereby, together with the reasonable fees and disbursements of counsel to the Agent, (b) to pay or reimburse each Lender and the Agent for all its costs and expenses incurred in connection with the enforcement or preservation of any rights under this Agreement, the Notes and any such other documents, including, without limitation, the fees and disbursements of a single counsel to the Agent and to the several Lenders (or, to the extent that such counsel determines that the interests of the Agent and the Lenders materially differ, or that such representation would reasonably be expected to be unadvisable from any party's point of view, a single counsel to the Agent and a single counsel to the several Lenders), and (c) on demand, to pay, indemnify, and hold each Lender and the Agent harmless from, any and all recording and filing fees and any and all liabilities with respect to, or resulting from any delay in paying, stamp, excise and other similar taxes, if any, which may be payable or determined to be payable in connection with the execution and delivery of, or consummation or administration of any of the transactions contemplated by, or any amendment, supplement or modification of, or any waiver or consent under or in respect of, the Credit Documents and any such other documents, and (d) to pay, indemnify, and hold each Lender and the Agent harmless from and against, any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of the Credit Documents and any such other documents and the use, or proposed use, of proceeds of the Loans (all the foregoing, collectively, the "indemnified

liabilities"); provided, however, that the Borrowers shall have no obligation

hereunder to the Agent or any Lender with respect to indemnified liabilities arising from (i) the gross negligence or willful misconduct of the Agent or any such Lender, (ii) legal proceedings commenced against the Agent or any such Lender by any security holder or creditor thereof arising out of and based upon rights afforded such security holder or creditor solely in its capacity as such or (iii) legal proceedings commenced against any Lender by any other Lender or the Agent. The agreements in this subsection shall survive repayment of the Loans, Notes and all other amounts payable hereunder.

8.6 Successors and Assigns; Participations; Purchasing Lenders. (a)

This Agreement shall be binding upon and inure to the benefit of the Company, the Subsidiary Borrowers, the Lenders, the Agent, all future holders of the Notes and their respective successors and assigns, except that (i) neither the Company nor, except as provided in clause (ii) below, any Subsidiary Borrower, may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of each Lender and (ii) any Subsidiary Borrower may assign or transfer all of its rights or obligations under this Agreement to one or more wholly-owned Subsidiaries of the Company pursuant to documentation (including, without limitation, a reaffirmation by the Company of its Guaranty pursuant to Section 9) and accompanying opinions of counsel which shall be in form and substance satisfactory to the Agent and the Majority Lenders, so long as such Subsidiary Borrower transfers its rights and obligations under the A Credit Agreement to the same Person and on the same basis. Additionally, the Company may, upon three days' prior written notice to the Agent, terminate the rights of any Subsidiary Borrower as a Borrower hereunder so long as on the effective date of such termination, such Subsidiary Borrower shall have no unpaid obligations to the Agent or any Lender hereunder or under any other Credit Document (provided that the indemnity obligations of such terminated Subsidiary Borrower shall survive such termination as set forth herein with respect to events occurring prior to such effective date).

(b) Any Lender may, in the ordinary course of its commercial banking business and in accordance with applicable law, at any time sell to one or more banks or other entities ("Participants") participating interests in any Loan

owing to such Lender, any Note held by such Lender, any Commitment of such Lender, or any other interest of such Lender hereunder. In the event of any such sale by a Lender of participating interests to a Participant, such Lender's obligations under this Agreement to the other parties to this Agreement shall remain unchanged, such Lender shall remain solely responsible for the performance thereof, such Lender shall remain the holder of any such Note for all purposes under this Agreement, and the Borrowers and the Agent shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. No Lender shall transfer or grant any participation under which the Participant shall have rights to approve any amendment to or waiver of this Agreement or any other Credit Document except to the extent such amendment or waiver would (i) extend the scheduled maturity of any Loan or Note in which

such Participant is participating, or reduce the stated rate or extend the time of payment of interest or Facility Fees thereon (except in connection with a waiver of interest at the increased post-default rate) or reduce the principal amount thereof, or increase the amount of the Participant's participation over the amount thereof then in effect (it being understood that a waiver of any Default or Event of Default shall not constitute a change in the terms of such participation, and that an increase in any Commitment or Loan shall be permitted without consent of any participant if the Participant's participation is not increased as a result thereof) or (ii) consent to the assignment or transfer by the Company or, except as provided in subsection 8.6(a) above, any Subsidiary Borrower, of any of its rights and obligations under this Agreement. In the case of any such participation, the Participant shall not have any rights under this Agreement or any of the other Credit Documents (the Participant's rights against such Lender in respect of such participation to be those set forth in the agreement executed by such Lender in favor of the Participant relating thereto) and all amounts payable by the Borrower hereunder shall be determined as if such Lender had not sold such participation, provided that each

Participant shall be entitled to the benefits of subsections 2.15, 2.16, 2.17 and 8.5 with respect to its participation in the Commitments and the Loans outstanding from time to time; provided, that no Participant shall be entitled

to receive any greater amount pursuant to such subsections than the transferor Lender would have been entitled to receive in respect of the amount of the participation transferred by such transferor Lender to such Participant had no such transfer occurred.

(c) Any Lender may, in the ordinary course of its commercial banking business and in accordance with applicable law, at any time sell to any Lender or any affiliate thereof and, with the consent of the Company and the Agent (in each case, which consent shall not be unreasonably withheld), to one or more additional banks or financial institutions ("Purchasing Lenders"), all or any

part of its rights and obligations under this Agreement and the Committed Rate Notes in minimum amounts (when added to the amount of the assignment of such Lender's obligations under the A Credit Agreement) of \$25,000,000 (or, if less, the entire amount of such Lender's obligations) so long as after giving effect thereto, the remaining Commitment of such selling Lender (when added to the amount of the assignment of such Lender's obligations under the A Credit Agreement), unless such selling Lender has not retained any Commitment hereunder or under the A Credit Agreement, shall not be less than

\$25,000,000, pursuant to a Commitment Transfer Supplement, executed by such Purchasing Lender, such transferor Lender (and, in the case of a Purchasing Lender that is not then a Lender or an affiliate thereof, by the Company and the Agent), and delivered to the Agent for its acceptance and recording in the Register. Upon such execution, delivery, acceptance and recording, from and after the Transfer Effective Date specified in such Commitment Transfer Supplement, (x) the Purchasing Lender thereunder shall be a party hereto and, to the extent provided in such Commitment Transfer Supplement, have the rights and obligations of a Lender hereunder with a Commitment as set forth therein, and (y) the transferor Lender thereunder shall, to the extent provided in such Commitment Transfer Supplement, be released from its obligations under this Agreement (and, in the case of a Commitment Transfer Supplement covering all or the remaining portion of a transferor Lender's rights and obligations under this Agreement, such transferor Lender shall cease to be a party hereto). Such Commitment Transfer Supplement shall be deemed to amend this Agreement to the extent, and only to the extent, necessary to reflect the addition of such Purchasing Lender and the resulting adjustment of Commitment Percentages arising from the purchase by such Purchasing Lender of all or a portion of the rights and obligations of such transferor Lender under this Agreement and the Committed Rate Notes. On or prior to the Transfer Effective Date specified in such Commitment Transfer Supplement, the Borrowers, at their own expense, shall execute and deliver to the Agent in exchange for the Committed Rate Notes delivered to the Agent pursuant to such Commitment Transfer Supplement new Committed Rate Notes to the order of such Purchasing Lender in an amount equal to the Commitment assumed by it pursuant to such Commitment Transfer Supplement and new Bid Loan Notes to the order of such Purchasing Lender in an amount equal to the aggregate Commitments and, unless the transferor Lender has not retained a Commitment hereunder, new Committed Rate Notes to the order of the transferor Lender in an amount equal to the Commitment retained by it hereunder. Such new Committed Rate Notes and Bid Loan Notes shall be dated the Effective Date and shall otherwise be in the form of the Committed Rate Notes and Bid Loan Notes replaced thereby. The Committed Rate Notes and Bid Loan Notes, if any, surrendered by the transferor Lender shall be returned by the Agent to the Borrower marked "cancelled". Notwithstanding anything to the contrary contained herein, any assignment by a Lender of its rights and obligations hereunder and under its Commitment, the Committed Rate Loans or the Committed Rate Notes shall be accompanied by an assignment to the same Purchasing Lender of

a ratable share of the rights and obligations of such Lender under the A Credit Agreement in respect of its Commitment, Committed Rate Loans and Committed Rate Loans thereunder (and as defined thereon).

(d) The Agent shall maintain at its address referred to in subsection 8.2 a copy of each Commitment Transfer Supplement delivered to it and a register (the "Register") for the recordation of the names and addresses of the Lenders

and the Commitment of, and principal amount of the Loans owing to, each Lender from time to time. The entries in the Register shall be conclusive, in the absence of manifest error, and the Borrowers, the Agent and the Lenders may treat each Person whose name is recorded in the Register as the owner of the Loan recorded therein for all purposes of this Agreement. The Register shall be available for inspection by the Company or any Lender at any reasonable time and from time to time upon reasonable prior notice.

(e) Upon its receipt of a Commitment Transfer Supplement executed by a transferor Lender and a Purchasing Lender (and, in the case of a Purchasing Lender that is not then a Lender or an affiliate thereof, by the Company and the Agent) together with payment to the Agent (by the transferor Lender or the Purchasing Lender, as agreed between them) of a registration and processing fee of \$1,500 for each Purchasing Lender listed in such Commitment Transfer Supplement, and the Notes subject to such Commitment Transfer Supplement, the Agent shall (i) accept such Commitment Transfer Supplement, (ii) record the information contained therein in the Register and (iii) give prompt notice of such acceptance and recordation to the Lenders and the Company.

(f) The Company and the other Borrowers each authorizes each Lender to disclose to any Participant or Purchasing Lender (each, a "Transferee") and

any prospective Transferee any and all financial information in such Lender's possession concerning the Company and its Affiliates which has been delivered to such Lender by or on behalf of the Company or the other Borrowers pursuant to this Agreement or which has been delivered to such Lender by or on behalf of the Company or the other Borrowers in connection with such Lender's credit evaluation of the Company and its Affiliates prior to becoming a party to this Agreement; in each case subject to subsection 8.14.

(g) At the time of each assignment pursuant to this subsection 8.6 to a Person which is not already a Lender hereunder and which is not a United States person (as such

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term is defined in Section 7701(a)(30) of the Code) for Federal income tax purposes, the respective assignee Lender shall provide to the Company and the Agent the appropriate Internal Revenue Service Forms (and, if applicable, a 2.17 Certificate) described in subsection 2.17.

(h) Nothing herein shall prohibit any Lender from pledging or assigning any of its rights under this Agreement (including, without limitation, any right to payment of principal and interest under any Note) to any Federal Reserve Bank in accordance with applicable laws.

8.7 Adjustments; Set-off. (a) Each Lender agrees that if any Lender

(a "benefitted Lender") shall at any time receive any payment of all or part of

its Committed Rate Loans, or interest thereon, or receive any collateral in respect thereof (whether voluntarily or involuntarily, by set-off, pursuant to events or proceedings of the nature referred to in clause (e) of Section 6, or otherwise) in a greater proportion than any such payment to or collateral received by any other Lender, if any, in respect of such other Lender's Committed Rate Loans, or interest thereon (except as expressly provided in subsection 2.18), such benefitted Lender shall purchase for cash from the other Lenders a participating interest in such portion of each such other Lender's Committed Rate Loan, or shall provide such other Lenders with the benefits of any such collateral, or the proceeds thereof, as shall be necessary to cause such benefitted Lender to share the excess payment or benefits of such collateral or proceeds ratably with each of the Lenders; provided, however, that

if all or any portion of such excess payment or benefits is thereafter recovered

from such benefitted Lender, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest. The Company and the other Borrowers agree that each Lender so purchasing a portion of another Lender's Committed Rate Loan may exercise all rights of payment (including, without limitation, rights of set-off) with respect to such portion as fully as if such Lender were the direct holder of such portion.

(b) In addition to any rights and remedies of the Lenders provided by law (including, without limitation, other rights of set-off), each Lender shall have the right, without prior notice to the Company or the other Borrowers, any such notice being expressly waived by the Company and the other Borrowers to the extent permitted by applicable law, upon the occurrence of any Event of Default, to setoff and appropriate and apply any and all deposits (general or special, time or

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demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Lender or any branch or agency thereof to or for the credit or the account of the Company and/or the other Borrowers, or any part thereof in such amounts as such Lender may elect, against and on account of the obligations and liabilities of the Company and/or the other Borrowers to such Lender hereunder and claims of every nature and description of such Lender against the Company and/or the other Borrowers, in any currency, whether arising hereunder, under the Notes or under any documents contemplated by or referred to herein or therein, as such Lender may elect, whether or not such Lender has made any demand for payment and although such obligations, liabilities and claims may be contingent or unmatured. The aforesaid right of set-off may be exercised by such Lender against the Company and/or the other Borrowers or against any trustee in bankruptcy, debtor in possession, assignee for the benefit of creditors, receiver or execution, judgment or attachment creditor of the Company and/or the other Borrowers, or against anyone else claiming through or against the Company and/or the other Borrowers or any such trustee in bankruptcy, debtor

in possession, assignee for the benefit of creditors, receiver, or execution, judgment or attachment creditor, notwithstanding the fact that such right of set-off shall not have been exercised by such Lender prior to the occurrence of any Event of Default. Each Lender agrees promptly to notify the Company, the other Borrowers and the Agent after any such set-off and application made by such Lender; provided, however, that the failure to give such notice shall not affect the validity of such set-off and application.

8.8 Table of Contents and Section Headings. The table of contents

and the Section and subsection headings herein are intended for convenience only and shall be ignored in construing this Agreement.

8.9 Counterparts. This Agreement may be executed by one or more of

the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Agreement signed by all the parties shall be lodged with the Company and the Agent.

8.10 Severability. Any provision of this Agreement which is

prohibited or unenforceable in any jurisdiction

shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.11 Integration. This Agreement and the Notes represent the

agreement of the Company, the other Borrowers, the Agent and the Lenders with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by the Agent, the Company, the other Borrowers or any Lender relative to the subject matter hereof not expressly set forth or referred to herein or in the Notes.

8.12 Governing Law. This Agreement and the Notes and the rights and

obligations of the parties under this Agreement and the Notes shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

8.13 Consent to Jurisdiction and Service of Process. All judicial

proceedings brought against the Company and/or any other Borrower with respect to this Agreement or any Note may be brought in any state or federal court of competent jurisdiction in the State of New York, and, by execution and delivery of this Agreement, each of the Company and such other Borrower accepts, for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts and irrevocably agrees to be bound by any final judgment rendered thereby in connection with this Agreement from which no appeal has been taken or is available. Each of the Company and the other Borrowers irrevocably agrees that all process in any such proceedings in any such court may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to it at its address set forth in subsection 8.2 or at such other address of which the Agent shall have been notified pursuant thereto, such service being hereby acknowledged by the each of the Company and the other Borrowers to be effective and binding service in every respect. Each of the Company, the other Borrowers, the Agent and the Lenders irrevocably waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non conveniens which it may now or hereafter have to the bringing of any such action or proceeding in any such jurisdiction. Nothing herein shall affect the right to

serve process in any other manner permitted by law or shall limit the right of any Lender to bring proceedings against the Company, or any other Borrower in the court of any other jurisdiction.

8.14 Confidentiality. Each of the Lenders agrees that it will use

its best efforts not to disclose without the prior consent of the Company (other than to its employees, auditors or counsel or to another Lender or to any affiliate of a Lender which is a prospective or actual Transferee) any information with respect to the Company and its Subsidiaries which is furnished pursuant to this Agreement, any other Credit Document or any documents contemplated by or referred to herein or therein and which is designated by the Company to the Lenders in writing as confidential, except that any Lender may disclose any such information (a) as has become generally available to the public other than by a breach of this subsection 8.14, (b) as may be required or appropriate in any report, statement or testimony submitted to any municipal, state or federal regulatory body having or claiming to have jurisdiction over such Lender or to the Federal Reserve Board or the Federal Deposit Insurance Corporation or similar organizations (whether in the United States or elsewhere) or their successors, (c) as may be required or appropriate in response to any summons or subpoena or any law, order, regulation or ruling applicable to such Lender, or (d) to any prospective Participant or assignee in connection with any contemplated transfer pursuant to subsection 8.6, provided that such prospective

transferee shall have been made aware of this subsection 8.14 and shall have agreed to be bound by its provisions as if it were a party to this Agreement.

8.15 Acknowledgements. The Company and the other Borrowers each

hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of each Credit Document;

(b) neither the Agent nor any Lender has any fiduciary relationship with or duty to the Company or any other Borrower arising out of or in connection with this Agreement and the relationship between the Agent and the Lenders, on one hand, and the Company and the other Borrowers, on the other hand, in connection herewith is solely that of debtor and creditor; and

(c) no joint venture exists among the Lenders with respect to this Agreement or among the Company and/or the other Borrowers and the Lenders.

8.16 Waivers Of Jury Trial. The Company, the other Borrowers, the

Agent and the Lenders hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this Agreement or any other Credit Document and for any counterclaim therein.

8.17 Company as Subsidiary Borrower Representative. Each Subsidiary

Borrower hereby irrevocably designates and appoints the Company as the agent of such Subsidiary Borrower under this Agreement and the other Credit Documents for the purpose of giving notices and taking other actions delegated to the Company pursuant to the terms of this Agreement and the other Credit Documents. In furtherance of the foregoing, each Subsidiary Borrower hereby irrevocably grants to the Company such Subsidiary Borrower's power-of-attorney, and hereby authorizes the Company, to act in place of such Subsidiary Borrower with respect to matters delegated to the Company pursuant to the terms of this Agreement and the other Credit Documents and to take such other actions as are reasonably incidental thereto. The Company hereby agrees to provide prompt notice to the relevant Subsidiary Borrower of any action taken by the Company under this Agreement and the other Credit Documents in place of such Subsidiary Borrower, provided that the failure to so provide such notice shall not affect the

obligations of such Subsidiary Borrower hereunder.

SECTION 9. GUARANTY.

9.1 The Guaranty. In order to induce the Lenders to enter into this

Agreement and to extend credit hereunder and in recognition of the direct benefits to be received by the Company from the proceeds of the Loans, the Company hereby agrees with the Lenders as follows: the Company hereby unconditionally and irrevocably, guarantees as primary obligor and not merely as surety the full and prompt payment when due, whether upon maturity, by acceleration or otherwise, of any and all indebtedness of the Subsidiary Borrowers to the Lenders. If any or all of the indebtedness of the Subsidiary Borrowers to the Lenders becomes due and payable hereunder, the Company unconditionally promises to pay such indebtedness to the Lenders, or order, on demand, together with any and all expenses which may be incurred by the Agent or the Lenders in collecting any of the indebtedness. The word "indebtedness" is used in this Section 9 in its most

comprehensive sense and includes any and all advances, debts, obligations and liabilities of the Subsidiary Borrowers arising in connection with this Agreement, in each case, heretofore, now, or hereafter made, incurred or created, whether voluntarily or involuntarily, absolute or contingent, liquidated or unliquidated, determined or undetermined, whether or not such indebtedness is from time to time reduced, or extinguished and thereafter increased or incurred, whether the Subsidiary Borrowers may be liable individually or jointly with others, whether or not recovery upon such indebtedness may be or hereafter become barred by any statute of limitations, and whether or not such indebtedness may be or hereafter become otherwise unenforceable.

9.2 Bankruptcy. Additionally, the Company unconditionally and

irrevocably guarantees the payment of any and all indebtedness of the Subsidiary Borrowers to the Lenders whether or not due or payable by the Subsidiary Borrowers upon the occurrence in respect of the Subsidiary Borrowers of any of the events specified in subsection 6(e), and unconditionally promises to pay such indebtedness to the Lenders, or order, on demand, in lawful money of the United States.

9.3 Nature of Liability. The liability of the Company hereunder is

exclusive and independent of any security for or other guaranty of the indebtedness of the Subsidiary Borrowers whether executed by the Company, any other guarantor or by any other party, and the liability of the Company hereunder shall not be affected or impaired by (a) any direction as to application of payment by the Subsidiary Borrowers or by any other party, or (b) any other continuing or other guaranty, undertaking or maximum liability of a guarantor or of any other party as to the indebtedness of the Subsidiary Borrowers, or (c) any payment on or in reduction of any such other guaranty or undertaking, or (d) any dissolution, termination or increase, decrease or change in personnel by the Subsidiary Borrowers, or (e) any payment made to the Agent or the Lenders on the indebtedness which the Agent or such Lenders repay the Subsidiary Borrowers pursuant to court order in any bankruptcy, reorganization, arrangement, moratorium or other debtor relief proceeding, and the Company waives any right to the deferral or modification of its obligations hereunder by reason of any such proceeding.

9.4 Independent Obligation. The obligations of the Company hereunder

are independent of the obligations of any other guarantor or the Subsidiary Borrowers, and a

separate action or actions may be brought and prosecuted against the Company whether or not action is brought against any other guarantor or the Subsidiary Borrowers and whether or not any other guarantor or the Subsidiary Borrowers are joined in any such action or actions.

9.5 Authorization. The Company authorizes the Agent and the Lenders

without notice or demand (except as shall be required by applicable statute and cannot be waived), and without affecting or impairing its liability hereunder, from time to time to (a) renew, compromise, extend, increase, accelerate or otherwise change the time for payment of, or otherwise change the terms of the indebtedness or any part thereof in accordance with this Agreement, including any increase or decrease of the rate of interest thereon, (b) take and hold security from any guarantor or any other party for the payment of this Guaranty or the indebtedness and exchange, enforce, waive and release any such security, (c) apply such security and direct the order or manner of sale thereof as the Agent and the Lenders in their discretion may determine and (d) release or substitute any one or more endorsers, guarantors, the Subsidiary Borrowers or other obligors.

9.6 Reliance. It is not necessary for the Agent or the Lenders to

inquire into the capacity or powers of the Subsidiary Borrowers or the officers, directors, partners or agents acting or purporting to act on its behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed hereunder.

9.7 Subordination. Any indebtedness of the Subsidiary Borrowers now

or hereafter held by the Company is hereby subordinated to the indebtedness of the Subsidiary Borrowers to the Agent and the Lenders; and such indebtedness of the Subsidiary Borrowers to the Company, if Agent, after an Event of Default has occurred, so requests, shall be collected, enforced and received by the Company as trustee for the Lenders and be paid over to the Lenders on account of the indebtedness of the Subsidiary Borrowers to the Lenders, but without affecting or impairing in any manner the liability of the Company under the other provisions of this Guaranty. Prior to the transfer by the Company of any note or negotiable instrument evidencing any indebtedness of the Subsidiary Borrowers to the Company, the Company shall mark such note or negotiable instrument with a legend that the same is subject to this subordination.

9.8 Waiver. (a) The Company waives any right (except as shall be

required by applicable statute and cannot be waived) to require the Agent or the Lenders to (a) proceed against the Subsidiary Borrowers, any other guarantor or any other party, (b) proceed against or exhaust any security held from the Subsidiary Borrowers, any other guarantor or any other party or (c) pursue any other remedy in the Agent's or the Lenders' power whatsoever. The Company waives any defense based on or arising out of any defense of the Subsidiary Borrowers, any other guarantor or any other party other than payment in full of the indebtedness, including without limitation any defense based on or arising out of the disability of the Subsidiary Borrowers, any other guarantor or any other party, or the unenforceability of the indebtedness or any part thereof from any cause, or the cessation from any cause of the liability of the Subsidiary Borrowers other than payment in full of the indebtedness. The Agent and the Lenders may, at their election, foreclose on any security held by the Agent or the Lenders by one or more judicial or nonjudicial sales, whether or not every aspect of any such sale is commercially reasonable (to the extent such sale is permitted by applicable law), or exercise any other right or remedy the Agent and the Lenders may have against the Subsidiary Borrowers or any other party, or any security, without affecting or impairing in any way the liability of the Company hereunder except to the extent the indebtedness has been paid. The Company waives any defense arising out of any such election by the Agent and the Lenders, even though such election operates to impair or extinguish any right of reimbursement or subrogation or other right or remedy of the Company against the Subsidiary Borrowers or any other party or any security.

(b) The Company waives all presentments, demands for performance, protests and notices, including without limitation notices of nonperformance, notice of protest, notices of dishonor, notices of acceptance of this Guaranty, and notices of the existence, creation or incurring of new or additional

indebtedness. The Company assumes all responsibility for being and keeping itself informed of the Borrower's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the indebtedness and the nature, scope and extent of the risks which the Company assumes and incurs hereunder, and agrees that the Agent and the Lenders shall have no duty to advise the Company of information known to them regarding such circumstances or risks.

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(c) The Company hereby waives all rights of subrogation which it may at any time otherwise have as a result of this Guaranty (whether contractual, under Section 509 of the U.S. Bankruptcy Code, or otherwise) to the claims of the Lenders against the Subsidiary Borrowers or any other guarantor of the indebtedness of the Subsidiary Borrowers owing to the Lenders (collectively, the "Other Parties") and all contractual, statutory or common law rights of reimbursement, contribution or indemnity from any Other Party which it may at any time otherwise have as a result of this Guaranty. The Company hereby further waives any right to enforce any other remedy which the Lenders now have or may hereafter have against any Other Party, any endorser or any other guarantor of all or any part of the indebtedness of the Subsidiary Borrowers and any benefit of, and any right to participate in, any security or collateral given to or for the benefit of the Lenders to secure payment of the indebtedness of the Subsidiary Borrowers.

(d) Notwithstanding the provisions of the preceding clause (c), the Company shall have and be entitled to (i) all rights of subrogation otherwise provided by law in respect of any payment it may make or be obligated to make under this Guaranty and (ii) all claims (as defined in the U.S. Bankruptcy Code) it would have against any Other Party in the absence of the preceding clause (c), and to assert and enforce same, in each case on and after, but at no time prior to, the date (the "Subrogation Trigger Date") which is one year and five

days after the date on which all indebtedness of the Subsidiary Borrowers owing to any of the Lenders has been paid in full if and only if (x) no Default or

Event of Default of the type described in subsection 6(e) hereof with respect to the respective Other Party has existed at any time on and after the date of this Agreement to and including the Subrogation Trigger Date and (y) the existence of the Company's rights under this clause (d) would not make the Company a creditor (as defined in the U.S. Bankruptcy Code) of the respective Other Party in any insolvency, bankruptcy, reorganization or similar proceeding commenced on or prior to the Subrogation Trigger Date.

9.9 Limitation on Enforcement. The Lenders agree that this Guaranty

may be enforced only by the action of the Agent acting upon the instructions of the Majority Lenders and that no Lender shall have any right individually to seek to enforce or to enforce this Guaranty, it being understood and agreed that such rights and remedies may be exercised by the Agent for the benefit of the Lenders upon the terms of this Agreement. The Lenders further agree that this

Guaranty may not be enforced against any director, officer, employee or stockholder of the Company.

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

AMERICAN HOME PRODUCTS

CORPORATION

By: _____
Title:

AMERICAN HOME FOOD PRODUCTS, INC.

By: _____
Title:

SHERWOOD MEDICAL COMPANY

By: _____
Title:

A. H. ROBINS COMPANY, INCORPORATED

By: _____
Title:

CHEMICAL BANK,
as Agent and as a Lender

By: _____
Title:

CHEMICAL BANK

Domestic Lending Office:

CHEMICAL BANK
270 Park Avenue
New York, New York 10017
Attn: Mr. David D. Cutting

Eurodollar Lending Office:

CHEMICAL BANK
270 Park Avenue
New York, New York 10017
Attn: Mr. David D. Cutting

SCHEDULE I

COMMITMENTS

Bank	Commitment
CHEMICAL BANK	\$87,000,000
ABN AMRO BANK, N.V., NEW YORK BRANCH	\$55,500,000
BANCA COMMERCIALE ITALIANA, NEW YORK BRANCH	\$30,000,000
BANCA NAZIONALE DEL LAVORO S.p.A., NEW YORK BRANCH	\$30,000,000
BANK BRUSSELS LAMBERT - NEW YORK BRANCH	\$30,000,000
BANK OF AMERICA NT & SA	\$55,500,000
BANK OF MONTREAL	\$55,500,000
THE BANK OF NEW YORK	\$55,500,000
THE BANK OF NOVA SCOTIA	\$55,500,000
THE BANK OF TOKYO TRUST COMPANY	\$55,500,000
BANQUE NATIONALE DE PARIS NEW YORK BRANCH/BANQUE NATIONALE DE PARIS - GEORGETOWN BRANCH, CAYMAN ISLANDS	\$55,500,000
BANQUE PARIBAS	\$55,500,000
BAYERISCHE LANDESBANK GIROZENTRALE, NEW YORK BRANCH	\$30,000,000
BAYERISCHE VEREINSBANK AG, NEW YORK BRANCH	\$45,000,000
BHF-BANK	\$30,000,000
THE BOATMEN'S NATIONAL BANK OF ST. LOUIS	\$15,000,000
CARIPL0 - CASSA DI RISPARMIO DELLE PROVINCIE LOMBARDE SPA	\$45,000,000
THE CHASE MANHATTAN BANK, N.A.	\$55,500,000
CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK AGENCY	\$55,500,000
CITIBANK, N.A.	\$55,500,000
COMMERZBANK AKTIENGESELLSCHAFT	\$55,500,000
COOPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK, B.A., "RABOBANK NEDERLAND"	\$45,000,000
CORESTATES BANK, N.A.	\$30,000,000

SCHEDULE I

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Bank

Commitment

CREDIT LYONNAIS NEW YORK BRANCH/CREDIT LYONNAIS CAYMAN ISLAND BRANCH	\$55,500,000
CREDIT SUISSE	\$45,000,000
CRESTAR BANK	\$15,000,000
THE DAI-ICHI KANGYO BANK, LTD.	\$55,500,000
THE DAIWA BANK LTD. - NEW YORK BRANCH	\$30,000,000
DEUTSCHE BANK AG, NEW YORK AND/OR CAYMAN ISLANDS BRANCHES	\$55,500,000
DRESDNER BANK AG, NEW YORK BRANCH AND GRAND CAYMAN BRANCH	\$45,000,000
FIRST FIDELITY BANK, NATIONAL ASSOCIATION	\$30,000,000
FIRST INTERSTATE BANK OF CALIFORNIA	\$45,000,000
THE FIRST NATIONAL BANK OF BOSTON	\$30,000,000
THE FIRST NATIONAL BANK OF CHICAGO	\$55,500,000
FIRST UNION NATIONAL BANK OF NC	\$55,500,000
THE FUJI BANK, LIMITED	\$55,500,000
THE INDUSTRIAL BANK OF JAPAN, LIMITED	\$55,500,000
ISTITUTO BANCARIO SAN PAOLO DI TORINO SpA - NEW YORK LIMITED BRANCH	\$45,000,000
LLOYDS BANK PLC	\$55,500,000
LTCB TRUST COMPANY	\$55,500,000
MELLON BANK, N.A.	\$55,500,000
THE MITSUBISHI BANK, LIMITED - NEW YORK BRANCH	\$55,500,000
THE MITSUI TRUST AND BANKING COMPANY, LIMITED	\$30,000,000
THE MITSUBISHI TRUST AND BANKING CORPORATION	\$55,500,000
MORGAN GUARANTY TRUST COMPANY OF NEW YORK	\$55,500,000
NATIONAL WESTMINSTER BANK PLC	\$55,500,000
NORDDEUTSCHE LANDESBANK GIROZENTRALE - NEW YORK AND/OR CAYMAN ISLANDS BRANCH	\$30,000,000
THE NORINCHUKIN BANK, NEW YORK BRANCH	\$45,000,000

SCHEDULE I
Page 3

Bank ----	Commitment -----
THE NORTHERN TRUST COMPANY	\$15,000,000
PNC BANK, NATIONAL ASSOCIATION	\$55,500,000
ROYAL BANK OF CANADA	\$55,500,000
THE SAKURA BANK, LIMITED	\$55,500,000
THE SANWA BANK LTD, NEW YORK BRANCH	\$55,500,000
SHAWMUT BANK CONNECTICUT, N.A.	\$45,000,000
SOCIETE GENERALE	\$55,500,000
STANDARD CHARTERED BANK	\$30,000,000
THE SUMITOMO BANK, LIMITED, NEW YORK BRANCH	\$55,500,000
SWISS BANK CORPORATION, NEW YORK BRANCH	\$55,500,000
THE TOKAI BANK, LIMITED - NEW YORK BRANCH	\$55,500,000

THE TORONTO DOMINION BANK (NEW YORK), INC.	\$55,500,000
WACHOVIA BANK OF GEORGIA, N.A.	\$55,500,000
WESTDEUTSCHE LANDESBANK GIROZENTRALE - NEW YORK AND CAYMAN ISLANDS BRANCHES	\$30,000,000
WESTPAC BANKING CORPORATION	\$45,000,000
THE YASUDA TRUST AND BANKING CO., LIMITED - NEW YORK	\$30,000,000

BRANCH	
TOTAL	\$3,000,000,000
	=====

SCHEDULE II

BANK ADDRESSES AND LENDING OFFICES

Bank	Addresses
----	-----
CHEMICAL BANK	Domestic Lending Address -----
	270 Park Avenue New York, NY 10017
	Eurodollar Lending Address -----
	270 Park Avenue New York, NY 10017
	Notice Address -----
	See subsection 8.2
ABN AMRO BANK, N.V., NEW YORK BRANCH	Domestic Lending Address -----
	500 Park Avenue New York, NY 10022
	Eurodollar Lending Address -----
	500 Park Avenue New York, NY 10022
	Notice Address -----
	500 Park Avenue New York, NY 10022 Tel: (212) 446-4146 Fax: (212) 832-7129 759-4792 Attn: Nancy Watkins

Bank -----	Addresses -----
BANCA COMMERCIALE ITALIANA, NEW YORK BRANCH	Domestic Lending Address ----- One William Street New York, NY 10004 Eurodollar Lending Address ----- One William Street New York, NY 10004 Notice Address ----- One William Street New York, NY 10004 Tel: (212) 607-3629 Fax: (212) 809-2124 Attn: Jenifer Casalvieri
 BANCA NAZIONALE DEL LAVORO S.p.A., NEW YORK BRANCH	Domestic Lending Address ----- 25 West 51st Street New York, NY 10019 Eurodollar Lending Address ----- 25 West 51st Street New York, NY 10019 Notice Address ----- 25 West 51st Street New York, NY 10019 Tel: (212) 581-0710; ext. 239 Fax: (212) 765-2978 Attn: Giulio Giovine

SCHEDULE II
Page 3

Bank -----	Addresses -----
BANK BRUSSELS LAMBERT - NEW YORK BRANCH	Domestic Lending Address ----- 630 Fifth Avenue 6th Floor New York, NY 10111 Eurodollar Lending Address ----- 630 Fifth Avenue 6th Floor New York, NY 10111 Notice Address -----

630 Fifth Avenue
6th Floor
New York, NY 10111
Tel: (212) 632-5316
Fax: (212) 333-5786
Attn: John Kippax

BANK OF AMERICA NT & SA

Domestic Lending Address

1850 Gateway Boulevard
Concord, CA 94520

Eurodollar Lending Address

1850 Gateway Boulevard
Concord, CA 94520

Notice Address

335 Madison Avenue
New York, NY 10017
Tel: (212) 503-7253
Fax: (212) 503-7771
Attn: Brock Harris

SCHEDULE II
Page 4

Bank

Addresses

BANK OF MONTREAL

Domestic Lending Address

115 S. LaSalle Street
Floor 12W
Chicago, IL 60603

Eurodollar Lending Address

115 S. LaSalle Street
Floor 12W
Chicago, IL 60603

Notice Address

115 S. LaSalle Street
Floor 12W
Chicago, IL 60603
Tel: (312) 750-3743
Fax: (312) 750-3783
Attn: Sharron P. Walsh

THE BANK OF NEW YORK

Domestic Lending Address

One Wall Street
22nd Floor
New York, NY 10286

Eurodollar Lending Address

One Wall Street

22nd Floor
New York, NY 10286

Notice Address

One Wall Street
22nd Floor
New York, NY 10286
Tel: (212) 635-6801
Fax: (212) 635-6999
Attn: Vincent P. O'Leary

SCHEDULE II
Page 5

Bank

Addresses

THE BANK OF NOVA SCOTIA

Domestic Lending Address

One Liberty Plaza
New York, NY 10006

Eurodollar Lending Address

One Liberty Plaza
New York, NY 10006

Notice Address

One Liberty Plaza
New York, NY 10006
Tel: (212) 225-5027
Fax: (212) 225-5090
Attn: Frank Monfalcone

THE BANK OF TOKYO TRUST
COMPANY

Domestic Lending Address

1251 Avenue of the Americas
12th Floor
New York, NY 10116-3138

Eurodollar Lending Address

1251 Avenue of the Americas
12th Floor
New York, NY 10116-3138

Notice Address

1251 Avenue of the Americas
12th Floor
New York, NY 10116-3138
Tel: (212) 782-4308
Fax: (212) 782-6445
Attn: Jeffrey Millar

SCHEDULE II
Page 6

Bank

Addresses

BANQUE NATIONALE DE
PARIS, NEW YORK BRANCH

Domestic Lending Address

499 Park Avenue
New York, NY 10022

Eurodollar Lending Address

499 Park Avenue
New York, NY 10022

Notice Address

499 Park Avenue
New York, NY 10022
Tel: (212) 415-9617
 415-9616
Fax: (212) 415-9606
Attn: Andre S. Milton
 Robin L. Jackson-
 Bogner

BANQUE PARIBAS

Domestic Lending Address

787 Seventh Avenue
New York, NY 10019

Eurodollar Lending Address

787 Seventh Avenue
New York, NY 10019

Notice Address

787 Seventh Avenue
New York, NY 10019
Tel: (212) 841-2551
Fax: (212) 841-2333
Attn: Mary T. Finnegan

SCHEDULE II
Page 7

Bank

Addresses

BAYERISCHE LANDESBANK
GIROZENTRALE, NEW YORK
BRANCH

Domestic Lending Address

560 Lexington Avenue
New York, NY 10022

Eurodollar Lending Address

560 Lexington Avenue
New York, NY 10022

Notice Address

560 Lexington Avenue
New York, NY 10022
Tel: (212) 310-9834
Fax: (212) 310-9868
Attn: Joanne Cicino

BAYERISCHE VEREINSBANK
AG, NEW YORK BRANCH

Domestic Lending Address

335 Madison Avenue
19th Floor
New York, NY 10017

Eurodollar Lending Address

335 Madison Avenue
19th Floor
New York, NY 10017

Notice Address

335 Madison Avenue
19th Floor
New York, NY 10017
Tel: (212) 210-0352
Fax: (212) 880-9724
Attn: Marianne Weinzinger

SCHEDULE II
Page 8

Bank

Addresses

BHF-BANK

Domestic Lending Address

55 East 59th Street
New York, NY 10022

Eurodollar Lending Address

55 East 59th Street
New York, NY 10022

Notice Address

55 East 59th Street
New York, NY 10022
Tel: (212) 756-5915
Fax: (212) 756-5911
Attn: Linda Pace

THE BOATMEN'S NATIONAL
BANK OF ST. LOUIS

Domestic Lending Address

One Boatmen's Plaza
800 Market Street
P.O. Box 236
St. Louis, MO 63166-0236

Eurodollar Lending Address

One Boatmen's Plaza
800 Market Street
P.O. Box 236
St. Louis, MO 63166-0236

Notice Address

One Boatmen's Plaza
800 Market Street
P.O. Box 236
St. Louis, MO 63166-0236
Tel: (314) 466-6750
Fax: (314) 466-7783
Attn: J. David Kennebeck

SCHEDULE II
Page 9

Bank ----	Addresses -----
CARIPLO - CASSA DI	Domestic Lending Address -----
RISPARMIO DELLE PROVINCIE LOMBARDE SPA	10 East 53rd Street New York, NY 10022
	Eurodollar Lending Address -----
	10 East 53rd Street New York, NY 10022
	Notice Address -----
	10 East 53rd Street New York, NY 10022 Tel: (212) 527-8735 Fax: (212) 527-8777 Attn: Charles W. Kennedy
THE CHASE MANHATTAN BANK, N.A.	Domestic Lending Address -----
	One Chase Manhattan Plaza New York, NY 10081
	Eurodollar Lending Address -----
	One Chase Manhattan Plaza New York, NY 10081
	Notice Address -----
	One Chase Manhattan Plaza New York, NY 10081 Tel: (212) 552-7794 Fax: (212) 552-6731 Attn: Robert Cook

SCHEDULE II
Page 10

Bank

Addresses

CANADIAN IMPERIAL BANK OF
COMMERCE, NEW YORK AGENCY

Domestic Lending Address

2727 Paces Ferry Road
Suite 1200
Atlanta, GA 30339

Eurodollar Lending Address

2727 Paces Ferry Road
Suite 1200
Atlanta, GA 30339

Notice Address

425 Lexington Avenue
New York, NY 10017
Tel: (212) 856-3542
Fax: (212) 856-3599
Attn: Jerry Parisella

CITIBANK, N.A.

Domestic Lending Address

399 Park Avenue
8th Floor/Zone 11
New York, NY 10043

Eurodollar Lending Address

399 Park Avenue
8th Floor/Zone 11
New York, NY 10043

Notice Address

399 Park Avenue
8th Floor/Zone 11
New York, NY 10043
Tel: (212) 559-7341
Fax: (212) 793-7460
Attn: Hans Horn

SCHEDULE II

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Bank

Addresses

COMMERZBANK
AKTIENGESELLSCHAFT

Domestic Lending Address

2 World Financial Center
New York, NY 10281-1050

Eurodollar Lending Address

2 World Financial Center
New York, NY 10281-1050

Notice Address

2 World Financial Center
New York, NY 10281-1050
Tel: (212) 266-7316
Fax: (212) 266-7235
Attn: Michael Bintz

COOPERATIEVE CENTRALE

Domestic Lending Address

RAIFFEISEN-
BOERENLEENBANK, B.A.,
"RABOBANK NEDERLAND"

245 Park Avenue
New York, NY 10167
Tel: (212) 916-7924
Fax: (212) 916-7837
Attn: Dana Hemenway

Eurodollar Lending Address

245 Park Avenue
New York, NY 10167
Tel: (212) 916-7924
Fax: (212) 916-7837
Attn: Dana Hemenway

Notice Address

245 Park Avenue
New York, NY 10167
Tel: (212) 916-7924
Fax: (212) 916-7837
Attn: Dana Hemenway

Bank

Addresses

CORESTATES BANK, N.A.

Domestic Lending Address

P.O. Box 7618
F.C. 1-3-81-1
Philadelphia, PA 19101

Eurodollar Lending Address

P.O. Box 7618
F.C. 1-3-81-1
Philadelphia, PA 19101

Notice Address

P.O. Box 7618
F.C. 1-3-81-1
Philadelphia, PA 19101
Tel: (215) 973-8327
Fax: (215) 973-7820
Attn: James A. Bennett

CREDIT LYONNAIS NEW YORK

Domestic Lending Address

BRANCH/CREDIT LYONNAIS
CAYMAN ISLANDS BRANCH

1301 Avenue of the Americas
New York, NY 10019

Eurodollar Lending Address

1301 Avenue of the Americas
New York, NY 10019

Notice Address

1301 Avenue of the Americas
New York, NY 10019
Tel: (212) 261-7344
Fax: (212) 459-3179
Attn: John Oberle

SCHEDULE II
Page 13

Bank

Addresses

CREDIT SUISSE

Domestic Lending Address

12 East 49th Street
New York, NY 10017

Eurodollar Lending Address

12 East 49th Street
New York, NY 10017

Notice Address

12 East 49th Street
New York, NY 10017
Tel: (212) 238-5359
Fax: (212) 238-5389
Attn: Andrea Shkane

CRESTAR BANK

Domestic Lending Address

919 East Main Street
Richmond, VA 23219

Eurodollar Lending Address

919 East Main Street
Richmond, VA 23219

Notice Address

919 East Main Street
Richmond, VA 23219
Tel: (804) 782-5356
Fax: (804) 782-5413
Attn: Keith A. Hubbard

SCHEDULE II

Bank -----	Addresses -----
THE DAI-ICHI KANGYO BANK, LTD.	Domestic Lending Address ----- One World Trade Center 48th Floor New York, NY 10048 Eurodollar Lending Address ----- One World Trade Center 48th Floor New York, NY 10048 Notice Address ----- One World Trade Center 48th Floor New York, NY 10048 Tel: (212) 432-6642 Fax: (212) 524-0579 Attn: Bob Gallagher

THE DAIWA BANK LTD. - NEW YORK BRANCH	Domestic Lending Address ----- 75 Rockefeller Plaza New York, NY 10019 Eurodollar Lending Address ----- 75 Rockefeller Plaza New York, NY 10019 Notice Address ----- 75 Rockefeller Plaza New York, NY 10019 Tel: (212) 554-7053 Fax: (212) 554-7152 Attn: Joel Limjap Business Development Group
--	---

SCHEDULE II
Page 15

Bank -----	Addresses -----
DEUTSCHE BANK AG, NEW YORK AND/OR CAYMAN ISLANDS BRANCHES	Domestic Lending Address ----- 31 West 52nd Street New York, NY 10019 Eurodollar Lending Address -----

31 West 52nd Street
New York, NY 10019

Notice Address

31 West 52nd Street
New York, NY 10019
Tel: (212) 474-8228
Fax: (212) 474-8212
Attn: Robert A. Maddux

DRESDNER BANK AG, NEW
YORK BRANCH AND GRAND
CAYMAN BRANCH

Domestic Lending Address

75 Wall Street
New York, NY 10005

Eurodollar Lending Address

75 Wall Street
New York, NY 10005

Notice Address

75 Wall Street
New York, NY 10005
Tel: (212) 574-0237
Fax: (212) 574-0130
Attn: Ernest Fung

SCHEDULE II
Page 16

Bank

Addresses

FIRST FIDELITY BANK,
NATIONAL ASSOCIATION

Domestic Lending Address

550 Broad Street
Newark, NJ 07102

Eurodollar Lending Address

550 Broad Street
Newark, NJ 07102

Notice Address

550 Broad Street
B55005
Newark, NJ 07102
Tel: (201) 565-3381
Fax: (201) 565-6681
Attn: Grace Vallacchi

FIRST INTERSTATE BANK OF
CALIFORNIA

Domestic Lending Address

1055 Wilshire Boulevard
MS:B10-6
Los Angeles, CA 90017

Eurodollar Lending Address

1055 Wilshire Boulevard
MS:B10-6
Los Angeles, CA 90017

Notice Address

885 Third Avenue
5th Floor
New York, NY 10022
Tel: (212) 836-4028
Fax: (212) 593-5238
Attn: Bruce L. Gregory

SCHEDULE II
Page 17

Bank ----	Addresses -----
THE FIRST NATIONAL BANK OF BOSTON	Domestic Lending Address ----- 100 Federal Street Boston, MA 02110 Eurodollar Lending Address ----- 100 Federal Street Boston, MA 02110 Notice Address ----- 100 Federal Street Boston, MA 02110 Tel: (617) 434-7889 Fax: (616) 434-0601 Attn: William F. Hamilton
THE FIRST NATIONAL BANK OF CHICAGO	Domestic Lending Address ----- One First National Plaza Chicago, IL 60670 Eurodollar Lending Address ----- One First National Plaza Chicago, IL 60670 Notice Address ----- 153 West 53rd Street New York, NY 10019 Tel: (212) 373-1580 Fax: (212) 373-1180 Attn: Stephen E. McDonald

SCHEDULE II
Page 18

Bank

Addresses

FIRST UNION NATIONAL BANK Domestic Lending Address

OF NORTH CAROLINA

One First Union Center - TW19
Charlotte, NC 28288-0735

Eurodollar Lending Address

One First Union Center - TW19
Charlotte, NC 28288-0735

Notice Address

One First Union Center - TW19
Charlotte, NC 28288-0735
Tel: (704) 383-0312
Fax: (704) 383-9144
Attn: Martin Richards

THE FUJI BANK, LIMITED Domestic Lending Address

Two World Trade Center
New York, NY 10048

Eurodollar Lending Address

Two World Trade Center
New York, NY 10048

Notice Address

Two World Trade Center
New York, NY 10048
Tel: (212) 898-2067
Fax: (212) 912-0516
Attn: Chigusa Tada

SCHEDULE II
Page 19

Bank

Addresses

THE INDUSTRIAL BANK OF Domestic Lending Address

JAPAN, LIMITED

245 Park Avenue
New York, NY 10167

Eurodollar Lending Address

245 Park Avenue
New York, NY 10167

Notice Address

245 Park Avenue
New York, NY 10167

Tel: (212) 309-6574
Fax: (212) 856-9450/557-3581
Attn: Ken Biegen

ISTITUTO BANCARIO SAN

Domestic Lending Address

PAOLO DI TORINO SpA - NEW
YORK LIMITED BRANCH

245 Park Avenue
35th Floor
New York, NY 10167

Eurodollar Lending Address

245 Park Avenue
35th Floor
New York, NY 10167

Notice Address

245 Park Avenue
35th Floor
New York, NY 10167
Tel: (212) 692-3140
Fax: (212) 599-5303
Attn: Wendell Jones

SCHEDULE II
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Bank

Addresses

LLOYDS BANK PLC

Domestic Lending Address

199 Water Street
New York, NY 10038

Eurodollar Lending Address

199 Water Street
New York, NY 10038

Notice Address

199 Water Street
New York, NY 10038
Tel: (212) 607-4965
Fax: (212) 607-4999/4683
Attn: Paul Briamonte

LTCB TRUST COMPANY

Domestic Lending Address

165 Broadway
New York, NY 10006

Eurodollar Lending Address

165 Broadway
New York, NY 10006

Notice Address

165 Broadway
New York, NY 10006
Tel: (212) 335-4591
Fax: (212) 608-2371
Attn: Rene LeBlanc

SCHEDULE II
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Bank

Addresses

MELLON BANK, N.A.

Domestic Lending Address

One Mellon Bank Center
Pittsburgh, PA 15258

Eurodollar Lending Address

One Mellon Bank Center
Pittsburgh, PA 15258

Notice Address

65 East 55th Street
15th Floor
New York, NY 10022
Tel: (212) 702-5253
Fax: (212) 702-5269
Attn: David N. Smith

THE MITSUBISHI BANK,

Domestic Lending Address

LIMITED - NEW YORK BRANCH

225 Liberty Street
Two World Financial Center
New York, NY 10281-1059

Eurodollar Lending Address

225 Liberty Street
Two World Financial Center
New York, NY 10281-1059

Notice Address

225 Liberty Street
Two World Financial Center
New York, NY 10281-1059
Tel: (212) 667-2903
Fax: (212) 667-3562
Attn: Robert Dilloff

SCHEDULE II
Page 22

Bank

Addresses

THE MITSUI TRUST AND
BANKING COMPANY, LIMITED
New York Branch

Domestic Lending Address

One World Financial Center
200 Liberty Street
New York, NY 10281

Eurodollar Lending Address

One World Financial Center
200 Liberty Street
New York, NY 10281

Notice Address

One World Financial Center
200 Liberty Street
21st Floor
New York, NY 10281
Tel: (212) 341-0375
Fax: (212) 945-4170/4171
Attn: Jim Whitcomb

THE MITSUBISHI TRUST AND
BANKING CORPORATION

Domestic Lending Address

520 Madison Avenue
26th Floor
New York, NY 10022

Eurodollar Lending Address

520 Madison Avenue
26th Floor
New York, NY 10022

Notice Address

520 Madison Avenue
26th Floor
New York, NY 10022
Tel: (212) 891-8212
Fax: (212) 755-2349/486-0970
Attn: Randolph E. J. Medrano

SCHEDULE II
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Bank

Addresses

MORGAN GUARANTY TRUST
COMPANY OF NEW YORK

Domestic Lending Address

c/o J.P. Morgan
Services, Inc.
Loan Operations - 3rd Floor
500 Stanton Christiana Road
Newark, DE 19713

Eurodollar Lending Address

c/o J.P. Morgan
Services, Inc.
Loan Operations - 3rd Floor

500 Stanton Christiana Road
Newark, DE 19713

Notice Address

60 Wall Street
22nd Floor
New York, NY 10260-0060
Tel: (212) 648-7602
Fax: (212) 648-5018
Attn: Michael Y. Leder

NATIONAL WESTMINSTER BANK Domestic Lending Address

PLC

175 Water Street
New York, NY 10038

Eurodollar Lending Address

175 Water Street
New York, NY 10038

Notice Address

175 Water Street
New York, NY 10038
Tel: (212) 602-4149
Fax: (212) 602-4118
Attn: Robert Passarello

SCHEDULE II
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Bank

Addresses

NORDDEUTSCHE LANDESBANK Domestic Lending Address

GIROZENTRALE - NEW YORK AND/OR CAYMAN ISLANDS BRANCH 1270 Avenue of the Americas
New York, NY 10020

Eurodollar Lending Address

1270 Avenue of the Americas
New York, NY 10020

Notice Address

1270 Avenue of the Americas
New York, NY 10020
Tel: (212) 332-8606
Fax: (212) 332-8660
Attn: Stephanie Hoevermann

THE NORINCHUKIN BANK, NEW YORK BRANCH Domestic Lending Address

245 Park Avenue
29th Floor
New York, NY 10167

Eurodollar Lending Address

245 Park Avenue
29th Floor
New York, NY 10167

Notice Address

245 Park Avenue
29th Floor
New York, NY 10167-01041
Tel: (212) 949-7188
Fax: (212) 697-5754
Attn: Masashi Ishikawa

SCHEDULE II
Page 25

Bank

Addresses

THE NORTHERN TRUST
COMPANY

Domestic Lending Address

50 South LaSalle Street
Chicago, IL 60675

Eurodollar Lending Address

50 South LaSalle Street
Chicago, IL 60675

Notice Address

50 South LaSalle Street
Chicago, IL 60675
Tel: (312) 444-5910
Fax: (312) 444-3508
Attn: Kristina Warland

PNC BANK, NATIONAL
ASSOCIATION

Domestic Lending Address

Fifth Avenue and Wood Street
Pittsburgh, PA 15222

Eurodollar Lending Address

Fifth Avenue and Wood Street
Pittsburgh, PA 15222

Notice Address

335 Madison Avenue
10th Floor
New York, NY 10017
Tel: (212) 557-5340
Fax: (212) 557-5461
Attn: Patrick Kinzler

SCHEDULE II
Page 26

Bank

Addresses

ROYAL BANK OF CANADA

Domestic Lending Address

Pierrepont Plaza
300 Cadman Plaza West
Brooklyn, NY 11201-2701

Eurodollar Lending Address

Pierrepont Plaza
300 Cadman Plaza West
Brooklyn, NY 11201-2701

Notice Address

Financial Square, 23rd Floor
New York, NY 10005-3531
Tel: (212) 428-6261
Fax: (212) 428-6459
Attn: John M. Crawford

THE SAKURA BANK, LIMITED

Domestic Lending Address

277 Park Avenue
New York, NY 10172

Eurodollar Lending Address

277 Park Avenue
New York, NY 10172

Notice Address

277 Park Avenue
New York, NY 10172
Tel: (212) 756-6767
Fax: (212) 888-7651
Attn: Hidetoshi Iwasa

SCHEDULE II

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Bank

Addresses

THE SANWA BANK LTD, NEW

Domestic Lending Address

YORK BRANCH

55 East 52nd Street
New York, NY 10055

Eurodollar Lending Address

55 East 52nd Street
New York, NY 10055

Notice Address

55 East 52nd Street
New York, NY 10055
Tel: (212) 339-6205
Fax: (212) 754-1304
Attn: Joseph E. Leo

SHAWMUT BANK CONNECTICUT, Domestic Lending Address

N.A.

777 Main Street
Hartford, CT 06115

Eurodollar Lending Address

777 Main Street
Hartford, CT 06115

Notice Address

One Landmark Square
Stamford, CT 06904
Tel: (203) 358-2025
Fax: (203) 358-6111
Attn: H. Frazier Caner

SCHEDULE II
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Bank

Addresses

SOCIETE GENERALE

Domestic Lending Address

1221 Avenue of the Americas
New York, NY 10020

Eurodollar Lending Address

1221 Avenue of the Americas
New York, NY 10020

Notice Address

1221 Avenue of the Americas
New York, NY 10020
Tel: (212) 278-6848
Fax: (212) 278-7430
Attn: Bruce Drossman

STANDARD CHARTERED BANK

Domestic Lending Address

160 Water Street
New York, NY 10038-4995

Eurodollar Lending Address

1 Aldermanbury Square
London EC2V 7SB
England

Notice Address

160 Water Street
New York, NY 10038-4995
Tel: (212) 612-0505
Fax: (212) 612-0225
Attn: Marianne R. Murray

SCHEDULE II
Page 29

Bank -----	Addresses -----
THE SUMITOMO BANK, LIMITED, NEW YORK BRANCH	Domestic Lending Address ----- One World Trade Center Suite 9651 New York, NY 10048 Eurodollar Lending Address ----- One World Trade Center Suite 9651 New York, NY 10048 Notice Address ----- One World Trade Center Suite 9651 New York, NY 10048 Tel: (212) 553-0284 Fax: (212) 553-0118 Attn: Edward McColly
SWISS BANK CORPORATION, NEW YORK BRANCH	Domestic Lending Address ----- 222 Broadway New York, NY 10038 Eurodollar Lending Address ----- 222 Broadway New York, NY 10038 Notice Address ----- 222 Broadway 4th Floor New York, NY 10038 Tel: (212) 574-3964 Fax: (212) Attn: Colin Taylor

SCHEDULE II
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Bank -----	Addresses -----
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THE TOKAI BANK, LIMITED - Domestic Lending Address

NEW YORK BRANCH

55 East 52nd Street
11th Floor
New York, NY 10055

Eurodollar Lending Address

55 East 52nd Street
11th Floor
New York, NY 10055

Notice Address

55 East 52nd Street
11th Floor
New York, NY 10055
Tel: (212) 339-1182
Fax: (212) 754-2170/2171
Attn: Daniel M. Higgins

TORONTO DOMINION

(NEW YORK), INC.

Domestic Lending Address

909 Fannin
Suite 1700
Houston, TX 77010

Eurodollar Lending Address

909 Fannin
Suite 1700
Houston, TX 77010

Notice Address

909 Fannin
Suite 1700
Houston, TX 77010
Tel: (713) 653-8250
Fax: (713) 951-9921
Attn: Diane Bailey

SCHEDULE II
Page 31

Bank

Addresses

WACHOVIA BANK OF GEORGIA,

N.A.

Domestic Lending Address

191 Peachtree Street, N.E.
Atlanta, GA 30303

Eurodollar Lending Address

191 Peachtree Street, N.E.
Atlanta, GA 30303

Notice Address

191 Peachtree Street, N.E.
Atlanta, GA 30303
Tel: (404) 332-1326
Fax: (404) 332-6898
Attn: Kelly Martone

WESTDEUTSCHE LANDESBANK

Domestic Lending Address

GIROZENTRALE - NEW YORK
AND CAYMAN ISLANDS
BRANCHES

1211 Avenue of the Americas
New York, NY 10036

Eurodollar Lending Address

1211 Avenue of the Americas
New York, NY 10036

Notice Address

1211 Avenue of the Americas
New York, NY 10036
Tel: (212) 852-6087
Fax: (212) 852-6307
Attn: Karen Hoplock

SCHEDULE II
Page 32

Bank

Addresses

WESTPAC BANKING
CORPORATION

Domestic Lending Address

335 Madison Avenue
New York, NY 10017

Eurodollar Lending Address

335 Madison Avenue
New York, NY 10017

Notice Address

335 Madison Avenue
New York, NY 10017
Tel: (212) 850-7626
Fax: (212) 850-7619
Attn: Pamela Donnelly

THE YASUDA TRUST AND
BANKING CO., LIMITED -
NEW YORK BRANCH

Domestic Lending Address

666 Fifth Avenue
Suite 801
New York, NY 10103

Eurodollar Lending Address

666 Fifth Avenue
Suite 801
New York, NY 10103

Notice Address

666 Fifth Avenue
Suite 801
New York, NY 10103
Tel: (212) 373-5711
Fax: (212) 373-5796
Attn: Neil Chau

EXHIBIT A
Page 1

EXHIBIT A

[FORM OF COMMITTED RATE NOTE]

COMMITTED RATE NOTE

\$ _____

New York, New York
_____, 1994

FOR VALUE RECEIVED, the undersigned, [AMERICAN HOME PRODUCTS CORPORATION] [AMERICAN HOME FOOD PRODUCTS, INC.] [SHERWOOD MEDICAL COMPANY] [A. H. ROBINS COMPANY, INCORPORATED], a Delaware corporation, hereby unconditionally promises to pay, on the Termination Date with respect to each Committed Rate Loan evidenced hereby (as defined in the Credit Agreement referred to below), to the order of _____ (the "Lender") at the office of Chemical Bank located at 270 Park Avenue, New

York, New York 10017, in lawful money of the United States of America and in immediately available funds, the principal amount of (a) _____ DOLLARS (\$ _____), or, if less, (b) the aggregate unpaid principal amount of all Committed Rate Loans made by the Lender to the undersigned pursuant to subsection 2.1 of the Credit Agreement referred to below. The undersigned further agrees to pay interest in like money at such office on the unpaid principal amount hereof and, to the extent permitted by law, accrued interest in respect hereof from time to time from the date hereof until payment in full of the principal amount hereof and accrued interest hereon, at the rates and on the dates set forth in the Credit Agreement.

The holder of this Note is authorized to endorse the date and amount of each Loan pursuant to subsection 2.1 of the Credit Agreement and each payment of principal and interest with respect thereto and its character as a Eurodollar Loan, C/D Rate Loan or an Alternate Base Rate Loan on Schedule 1 annexed hereto and made a part hereof,

EXHIBIT A
Page 2

or on a continuation thereof which shall be attached hereto and made a part hereof, which endorsement shall constitute prima facie evidence of the

accuracy of the information endorsed; provided, however, that the failure to

make any such endorsement shall not affect the obligations of the undersigned under this Note.

1/ The type of loan may be represented either by "E" for Eurodollar Loans, "C/D" for C/D Rate Loans, or "ABR" for
 - -
 Alternate Base Rate Loans.
 </TABLE>

EXHIBIT B

[FORM OF BID LOAN NOTE]

BID LOAN

[\$3,000,000,000] [\$1,200,000,000] New York, New York
 _____, 1994

FOR VALUE RECEIVED, the undersigned, [AMERICAN HOME PRODUCTS CORPORATION] [AMERICAN HOME FOOD PRODUCTS, INC.] [SHERWOOD MEDICAL COMPANY] [A. H. ROBINS COMPANY, INCORPORATED], a Delaware corporation, hereby unconditionally promises to pay to the order of _____ (the "Lender") at the office of Chemical Bank located at 270 Park Avenue, New

 York, New York 10017, in lawful money of the United States of America and in immediately available funds, the principal amount of (a) [THREE BILLION DOLLARS (\$3,000,000,000)] [ONE BILLION, TWO HUNDRED MILLION DOLLARS (\$1,200,000,000)] or, if less, (b) the aggregate unpaid principal amount of each Bid Loan which is made by the Lender to the undersigned pursuant to subsection 2.2 of the Credit Agreement referred to below. Pursuant to the Credit Agreement, the principal amount of each Bid Loan evidenced hereby shall be payable on the maturity date therefor set forth on Schedule 1 annexed hereto and made a part hereof or on a continuation thereof which shall be attached hereto and made a part hereof (the "Grid"). The

 undersigned further agrees to pay interest in like money at such office on the unpaid principal amount of each Bid Loan evidenced hereby, at the rate per annum set forth in respect of such Bid Loan on the Grid calculated on the basis of a year of 360 days and actual days elapsed from the date of such Bid Loan until the due date thereof (whether at the stated maturity, by acceleration or otherwise) and thereafter at the rates determined in accordance with subsection 2.2(e) of the Credit Agreement. Interest on each Bid Loan evidenced hereby shall be payable on the date or dates set forth in respect of such Bid Loan on the Grid. Bid Loans evidenced by this Note may not be prepaid.

The holder of this Note is authorized to endorse on the Grid the date, amount, interest rate, interest payment dates and maturity date in respect of each Bid Loan made to the undersigned pursuant to subsection 2.2 of the Credit Agreement, and each payment of principal with respect thereto, which endorsement shall constitute prima facie evidence of the accuracy of

 the information endorsed;

EXHIBIT B

provided, however, that the failure to make any such endorsement shall not

affect the obligations of the undersigned in respect of such Bid Loan.

This Note is one of the Bid Loan Notes referred to in the Credit Agreement dated as of September__, 1994 among American Home Food Products, Inc., a Delaware corporation, Sherwood Medical Company, a Delaware corporation, A. H. Robins Company, Incorporated, a Delaware corporation, American Home Products Corporation, a Delaware corporation, the Lender, the other banks and financial institutions from time to time parties thereto and Chemical Bank, as Agent (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), and is entitled to the benefits thereof.

Upon the occurrence of any one or more of the Events of Default specified in the Credit Agreement, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable, all as provided therein.

All parties now and hereafter liable with respect to this Note, whether maker, principal, surety, guarantor, endorser or otherwise, hereby waive presentment, demand, protest and all other notices of any kind.

Terms defined in the Credit Agreement are used herein with their defined meanings unless otherwise defined herein. This Note shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[AMERICAN HOME PRODUCTS CORPORATION]
[AMERICAN HOME FOOD PRODUCTS, INC.]
[SHERWOOD MEDICAL COMPANY]
[A. H. ROBINS COMPANY, INCORPORATED]

By _____
Title:

EXHIBIT B
Page 3

SCHEDULE 1
to
Bid Loan Note

SCHEDULE OF BID LOAN

Date of Loan	Amount of Loan	Interest Rate	Interest Payment Dates	Maturity Date	Payment Date	Author-ization
-----	-----	-----	-----	-----	-----	-----
-----	-----	-----	-----	-----	-----	-----
-----	-----	-----	-----	-----	-----	-----
-----	-----	-----	-----	-----	-----	-----

referred to below
270 Park Avenue
New York, New York 10017

Attention: _____

Gentlemen:

Pursuant to subsection 2.1(d) of the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement")

dated as of September __, 1994 among American Home Food Products, Inc., a Delaware corporation, Sherwood Medical Company, a Delaware corporation, A. H. Robins Company, Incorporated, a Delaware corporation, American Home Products Corporation, a Delaware corporation (the "Company"), the banks and other

financial institutions from time to time parties thereto (the "Lenders") and

Chemical Bank, as Agent for the Lenders, the Company [on behalf of [American Home Food Products, Inc.] [Sherwood Medical Company] [A. H. Robins Company, Incorporated]] hereby requests that the following Committed Rate Loans be made on [date] as follows (the "Proposed Borrowing"):

- (1) Total Amount of Committed Rate Loans \$ _____
- (2) Amount of (1) to be allocated to Eurodollar Loans \$ _____
- (3) Amount of (1) to be allocated to C/D Rate Loans \$ _____
- (4) Amount of (1) to be allocated to Alternate Base Rate Loans \$ _____

EXHIBIT D
Page 2

(5A) Interest Periods and amounts to be allocated thereto in respect of Eurodollar Tranches (amounts must total (2)):

(i) one month

\$ _____

(ii) two months \$ _____

(iii) three months \$ _____

(iv) six months \$ _____

Total Eurodollar Loans \$ _____
=====

(5B) Interest Periods and amounts to be allocated thereto in respect of C/D Rate Tranches (amounts must total (3)):

(i) 30 days \$ _____

(ii) 60 days \$ _____

(iii) 90 days	\$ _____
(iv) 180 days	\$ _____
Total C/D Rate Loans . .	\$ _____
	=====

NOTE: EACH AMOUNT APPEARING IN EACH LINE ABOVE MUST BE AT LEAST EQUAL TO \$50,000,000 AND IN A WHOLE MULTIPLE OF \$5,000,000

Terms defined in the Credit Agreement shall have the same meanings when used herein.

The undersigned hereby certifies that the following statements are true on the date hereof and will be true on the date of the Proposed Borrowing:

EXHIBIT D
Page 3

(A) the representations and warranties contained in the Credit Agreement and in the other Credit Documents are and will be true and correct in all material respects, both before and after giving effect to the Proposed Borrowing and to the application of the proceeds thereof, with the same effect as though such representations and warranties had been made on and as of the date of such Proposed Borrowing (it being understood that any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct in all material respects only as of such specified date); and

(B) no Default or Event of Default has occurred and is continuing, or would result from such Proposed Borrowing or from the application of the proceeds thereof.

Very truly yours,

AMERICAN HOME PRODUCTS
CORPORATION

By: _____
Title:

EXHIBIT E

[FORM OF BID LOAN REQUEST]

_____, 199_

Chemical Bank, as Agent
under the Credit Agreement
referred to below
270 Park Avenue
New York, New York 10017

Attention: _____

Dear Sirs:

* Note that each amount appearing in this line must be at least equal to \$50,000,000 or an integral multiple of \$5,000,000 in excess thereof.

** Insert only in an Index Rate Bid Request.

*** In an Index Rate Bid Request, insert last day of Interest Period.

09/08/94 9:04am
000073V4.W51

EXHIBIT E
Page 3

(B) no Default or Event of Default has occurred and is continuing, or would result from such Proposed Borrowing or from the application of the proceeds thereof.

Very truly yours,

AMERICAN HOME PRODUCTS
CORPORATION

By _____
Title:

EXHIBIT F-1

[FORM OF BID LOAN OFFER FOR
ABSOLUTE RATE BID LOAN]

_____, 199_

Chemical Bank, as Agent
under the Credit Agreement
referred to below
270 Park Avenue
New York, New York 10017

Attention: _____

Dear Sirs:

Reference is made to the Credit Agreement, dated as of September __, 1994, among American Home Food Products, Inc., a Delaware corporation, Sherwood Medical Company, a Delaware corporation, A. H. Robins Company, Incorporated, a Delaware corporation, American Home Products Corporation, a Delaware corporation, the banks and other financial institutions from time to time parties thereto (the "Lenders"), and Chemical Bank, as Agent for the -----

Lenders (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"). Terms defined in the Credit Agreement are used -----

herein as therein defined.

In accordance with subsection 2.2 of the Credit Agreement, the undersigned Lender offers to make Bid Loans thereunder in the following amounts with the following maturity dates:

Note: Pursuant to the Credit Agreement, a Bid Loan Offer must be transmitted by facsimile transmission or by telephone, immediately confirmed by facsimile transmission.

EXHIBIT F-1
Page 2

Bid Loan Date: _____, 199_

Aggregate Maximum Amount: \$ _____

Maturity Date 1 _____: Maturity Date 2 _____: Maturity Date 3 _____:

Maximum Amount \$ _____ Maximum Amount \$ _____ Maximum Amount \$ _____

Rate__ Amount \$ _____ Rate __ Amount \$ _____ Rate __ Amount \$ _____

Rate__ Amount \$ _____ Rate __ Amount \$ _____ Rate __ Amount \$ _____

Very truly yours,

[NAME OF BIDDING BID LOAN LENDER]

By _____
Name:

Title:
Telephone No.:
Fax No:

EXHIBIT F-2

[FORM OF BID LOAN OFFER FOR
INDEX RATE BID LOAN]

_____, 199_

Chemical Bank, as Agent
under the Credit Agreement
referred to below
270 Park Avenue
New York, New York 10017
Attention: _____

Dear Sirs:

Reference is made to the Credit Agreement, dated as of September
__, 1994, among American Home Food Products, Inc., a Delaware corporation,
Sherwood Medical Company, a Delaware corporation, A. H. Robins Company,
Incorporated, a Delaware corporation, American Home Products Corporation, a
Delaware corporation, the banks and other financial institutions from time to
time parties thereto (the "Lenders"), and Chemical Bank, as Agent for the

Lenders (as amended, supplemented or otherwise modified from time to time,
the "Credit Agreement"). Terms defined in the Credit Agreement are used

herein as therein defined.

In accordance with subsection 2.2 of the Credit Agreement, the
undersigned Lender offers to make Bid Loans thereunder in the following
amounts with the following maturity dates:

Note: Pursuant to the Credit Agreement, a Bid Loan Offer must be transmitted by facsimile transmission or by telephone, immediately confirmed by facsimile transmission.

EXHIBIT F-2
Page 2

Bid Loan Date: _____, 199_

Aggregate Maximum Amount: \$ _____

Maturity Date 1 _____: Maturity Date 2 _____: Maturity Date 3 _____:

Maximum Amount \$ _____ Maximum Amount \$ _____ Maximum Amount \$ _____

Margin _____ Amount \$ _____ Margin _____ Amount \$ _____ Margin _____ Amount \$ _____

Margin _____ Amount \$ _____ Margin _____ Amount \$ _____ Margin _____ Amount \$ _____

Very truly yours,

[NAME OF BIDDING BID LOAN LENDER]

By _____

Name:
Title:
Telephone No.:
Fax No:

EXHIBIT G

[FORM OF BID LOAN CONFIRMATION]

_____, 199_

Chemical Bank, as Agent
under the Credit Agreement
referred to below
270 Park Avenue
New York, New York 10017

Attention: _____

Dear Sirs:

Reference is made to the Credit Agreement, dated as of September __, 1994, among American Home Food Products, Inc., a Delaware corporation, Sherwood Medical Company, a Delaware corporation, A. H. Robins Company, Incorporated, a Delaware corporation, American Home Products Corporation, a Delaware corporation, the banks and other financial institutions from time to time parties thereto (the "Lenders"), and Chemical Bank, as Agent for the Lenders (as

amended, supplemented or otherwise modified from time to time, the "Credit Agreement"). Terms defined in the Credit Agreement are used herein as therein

defined.

In accordance with subsection 2.2(b)(iv)(B) of the Credit Agreement, the undersigned accepts [on behalf of [American Home Food Products, Inc.] [Sherwood Medical Company] [A. H. Robins Company, Incorporated]] and confirms the offers by Bid Loan Lender(s) selected by the undersigned to make Bid Loans to [the undersigned] [American Home Food Products, Inc.] [Sherwood Medical Company] [A. H. Robins Company, Incorporated] on _____, 199_ [Bid Loan Date] under subsection 2.2 in the (respective) amount(s) set forth on the attached list of Bid Loans offered.

Very truly yours,

AMERICAN HOME PRODUCTS CORPORATION

By _____

Title:

Note: Company to attach Bid Loan offer list prepared by Agent with accepted amount entered by the Company to right of each Bid Loan offer.

EXHIBIT H

[FORM OF COMMITMENT TRANSFER SUPPLEMENT]

COMMITMENT TRANSFER SUPPLEMENT

Reference is made to the Credit Agreement, dated as of September ____, 1994 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among American Home Food Products, Inc., Sherwood Medical

Company, A. H. Robins Company, Incorporated (each, a "Subsidiary Borrower"),

American Home Products Corporation (the "Company" and together with the Subsidiary Borrowers, the "Borrowers"), the banks and financial institutions

from time to time parties thereto (the "Lenders") and Chemical Bank, as agent for the Lenders (in such capacity, the "Agent"). Unless otherwise defined

herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

_____ (the "transferor Lender") and

_____ (the "Purchasing Lender") agree as follows:

1. The transferor Lender hereby irrevocably sells and assigns to the Purchasing Lender without recourse to the transferor Lender, and the Purchasing Lender hereby irrevocably purchases and assumes from the transferor Lender without recourse to the transferor Lender, as of the Transfer Effective Date (as defined below), a ____% interest (the "Assigned Interest") in and to the

transferor Lender's rights and obligations under the Credit Agreement with respect to those credit facilities contained in the Credit Agreement as are set forth on Schedule 1 attached hereto (individually, an "Assigned Facility";

collectively, the "Assigned Facilities"), in a principal amount for each

Assigned Facility as set forth on such Schedule 1.

2. The transferor Lender (a) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement or with

respect to the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement, any other Credit Document or any other instrument or document furnished pursuant thereto, other than that the transferor Lender has not created any adverse

EXHIBIT H
Page 2

claim upon the interest being assigned by it hereunder and that such interest is free and clear of any such adverse claim; (b) makes no representation or warranty and assumes no responsibility with respect to the financial condition of the Borrowers, any of their Subsidiaries or any other obligor or the performance or observance by the Borrowers, any of their Subsidiaries or any other obligor of any of their respective obligations under the Credit Agreement or any other Credit Document or any other instrument or document furnished pursuant hereto or thereto; and (c) attaches any Committed Rate Notes held by it evidencing the Assigned Facilities and (i) requests that the Agent exchange the attached Committed Rate Notes for new Committed Rate Notes payable to the Purchasing Lender and (ii) if the transferor Lender has retained any interest in the Assigned Facility, requests that the Agent exchange the attached Committed Rate Notes for new Committed Rate Notes payable to the transferor Lender, in each case in amounts which reflect the assignment being made hereby (and after giving effect to any other assignments which have become effective on the Transfer Effective Date).

3. The Purchasing Lender (a) represents and warrants that it is legally authorized to enter into this Commitment Transfer Supplement; (b) confirms that it has received a copy of the Credit Agreement, together with copies of the financial statements referred to in subsection 3.1 thereof, the financial statements delivered pursuant to subsection 5.1 thereof, if any, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Commitment Transfer Supplement; (c) agrees that it will, independently and without reliance upon the transferor Lender, the Agent, CBAS or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement, the other Credit Documents or any other instrument or document furnished pursuant hereto or thereto; (d) appoints and authorizes the Agent to take such action as agent on its behalf and to exercise such powers and discretion under the Credit Agreement, the other Credit Documents or any other instrument or document furnished pursuant hereto or thereto as are delegated to the Agent by the terms thereof, together with such powers as are incidental

EXHIBIT H
Page 3

thereto; and (e) agrees that it will be bound by the provisions of the Credit Agreement and will perform in accordance with its terms all the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender including, if it is organized under the laws of a jurisdiction outside the United States, its obligations pursuant to subsection 2.17 of the Credit Agreement.

4. The effective date of this Commitment Transfer Supplement shall be _____, 19__ (the "Transfer Effective Date"). Following the

execution of this Commitment Transfer Supplement, it will be delivered to the Agent for acceptance by it and recording by the Agent pursuant to the Credit Agreement, effective as of the Transfer Effective Date (which shall not, unless otherwise agreed to by the Agent, be earlier than five Business Days after the date of such acceptance and recording by the Agent).

5. Upon such acceptance and recording, from and after the Transfer Effective Date, the Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to

the Purchasing Lender whether such amounts have accrued prior to the Transfer Effective Date or accrue subsequent to the Transfer Effective Date. The transferor Lender and the Purchasing Lender shall make all appropriate adjustments in payments by the Agent for periods prior to the Transfer Effective Date or, with respect to the making of this assignment, directly between themselves.

6. From and after the Transfer Effective Date, (a) the Purchasing Lender shall be a party to the Credit Agreement and, to the extent provided in this Commitment Transfer Supplement, have the rights and obligations of a Lender thereunder and under the other Credit Documents and shall be bound by the provisions thereof and (b) the transferor Lender shall, to the extent provided in this Commitment Transfer Supplement, relinquish its rights and be released from its obligations under the Credit Agreement.

7. This Commitment Transfer supplement shall be governed by and construed in accordance with the laws of the State of New York.

EXHIBIT H
Page 4

IN WITNESS WHEREOF, the parties hereto have caused this Commitment Transfer Supplement to be executed as of the date first above written by their respective duly authorized officers on Schedule 1 hereto.

EXHIBIT H
Page 5

SCHEDULE 1

TO COMMITMENT TRANSFER SUPPLEMENT

RELATING TO THE CREDIT AGREEMENT, DATED AS OF SEPTEMBER ____, 1994,
AMONG

AMERICAN HOME FOOD PRODUCTS, INC., SHERWOOD MEDICAL COMPANY,
A. H. ROBINS COMPANY, INCORPORATED, AMERICAN HOME PRODUCTS CORPORATION,
THE LENDERS NAMED THEREIN

AND

CHEMICAL BANK, AS AGENT FOR THE LENDERS (IN SUCH CAPACITY, THE
"AGENT")

Name of transferor Lender:

Name of Purchasing Lender:

Transfer Effective Date of Assignment:

Credit Facility Assigned	Principal Amount Assigned	Commitment Percentage Assigned1/ -----
	\$ -----	. ----- %

[NAME OF PURCHASING LENDER]

[NAME OF TRANSFEROR LENDER]

By -----

By -----

Name:
Title:

Name:
Title:

Accepted:

Consented to:

CHEMICAL BANK, AS AGENT

AMERICAN HOME PRODUCTS CORPORATION

By

By

Name:
Title:

Name:
Title:

1/
-

Calculate the Commitment Percentage that is assigned to
at least 15 decimal places and show as a percentage of
the aggregate commitments of all Lenders.

EXHIBIT I

[FORM OF CERTIFICATE OF
SECRETARY OF A BORROWER]

SECRETARY'S CERTIFICATE

Pursuant to Section 4.1(b) of the Credit Agreement (the "Credit
Agreement"), dated as of September __, 1994, among American Home Food
Products, Inc., a Delaware corporation, Sherwood Medical Company, a Delaware
corporation, A. H. Robins Company, Incorporated, a Delaware corporation,
American Home Products Corporation, a Delaware corporation (the "Company"),
the banks and other financial institutions from time to time parties thereto
(the "Lenders") and Chemical Bank, as agent for the Lenders (in such
capacity, the "Agent"), the undersigned _____ of [American Home Food
Products, Inc.] [Sherwood Medical Company] [A. H. Robins Company,
Incorporated] [the Company] hereby certifies as follows:

1. Attached hereto as Annex I is a true and complete copy of resolutions duly adopted by the Board of Directors of [American Home Food Products, Inc.] [Sherwood Medical Company] [A. H. Robins Company, Incorporated] [the Company] on _____ 1994, and such resolutions have not in any way been rescinded or modified and have been in full force and effect since their adoption to and including the date hereof and are now in full force and effect; and such resolutions are the only corporate proceedings of [American Home Food Products, Inc.] [Sherwood Medical Company] [A. H. Robins Company, Incorporated] [the Company] now in force relating to or affecting the matters referred to therein.

2. Attached hereto as Annex II is a true and complete copy of the By-laws of [American Home Food Products, Inc.] [Sherwood Medical Company] [A. H. Robins Company, Incorporated] [the Company] as in effect at all times since _____, to and including the date hereof.

3. Attached hereto as Annex III is a true and complete copy of the [Restated] Certificate of Incorporation of [American Home Food Products, Inc.] [Sherwood Medical Company] [A. H. Robins Company,

EXHIBIT I
Page 2

Incorporated] [the Company] and all amendments thereto as in effect on the date hereof.

4. The following person is now a duly elected and qualified officer of [American Home Food Products, Inc.] [Sherwood Medical Company] [A. H. Robins Company, Incorporated] [the Company], holding the office indicated next to his name below, and such officer has held such office with [American Home Food Products, Inc.] [Sherwood Medical Company] [A. H. Robins Company, Incorporated] [the Company] at all times since _____ to and including the date hereof, and the signature appearing opposite his name below is his true and genuine signature, and such officer is duly authorized to execute and deliver on behalf of [American Home Food Products, Inc.] [Sherwood Medical Company] [A. H. Robins Company, Incorporated] [the Company] the Credit Agreement and the Notes of [American Home Food Products, Inc.] [Sherwood Medical Company] [A. H. Robins Company, Incorporated] [the Company] to be issued pursuant thereto and to act as a Responsible Officer on behalf of [American Home Food Products, Inc.] [Sherwood Medical Company] [A. H. Robins Company, Incorporated] [the Company] under the Credit Agreement:

Name	Office	Signature
------	--------	-----------

The undersigned hereby certifies that the following statements are true on the date hereof:

(A) the representations and warranties contained in the Credit Agreement and in the other Credit Documents are true and correct in all material respects on the date hereof (it being understood that any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct in all material respects only as of such specified date); and

(B) no Default or Event of Default has occurred and is continuing.

EXHIBIT I
Page 3

IN WITNESS WHEREOF, the undersigned has hereunto set his/her name and affixed the corporate seal of [American Home Food Products, Inc.] [Sherwood

Medical Company] [A. H. Robins Company, Incorporated] [the Company].

_____, of [American Home Food
Products, Inc.] [Sherwood Medical Company] [A. H. Robins
Company, Incorporated] [the Company]

(CORPORATE SEAL)

Date: September __, 1994

I, _____, _____ of [American Home Food
Products, Inc.] [Sherwood Medical Company] [A. H. Robins Company,
Incorporated] [the Company], hereby certify that _____, whose
genuine signature appears above, is, and has been at all times since
_____, a duly elected, qualified and acting _____ of [American
Home Food Products, Inc.] [Sherwood Medical Company] [A. H. Robins Company,
Incorporated] [the Company].

_____, of [American Home Food
Products, Inc.] [Sherwood Medical Company] [A. H. Robins
Company, Incorporated] [the Company]

September __, 1994

EXHIBIT J

[FORM OF OPINION OF GENERAL COUNSEL TO THE COMPANY]

September __, 1994

To the Lenders that are parties
to the Credit Agreement referred
to below and to Chemical Bank,
as Agent
c/o Chemical Bank
270 Park Avenue
New York, New York 10017-2070

Dear Sirs:

I am Senior Vice President and General Counsel of American Home
Products Corporation, a Delaware corporation (the "Company"), and have acted as
counsel to the Company and to each of American Home Food Products, Inc.,
Sherwood Medical Company and A.H. Robins Company, Incorporated, each a Delaware
corporation (each, a "Subsidiary Borrower"; and, together with the Company, the
"Borrowers") in connection with the execution and delivery of the Credit
Agreement, dated as of September __, 1994 (the "Credit Agreement"), among the
Borrowers and yourselves, and the execution and delivery pursuant thereto of the
Committed Rate Notes and Bid Loan Notes of the Borrowers dated the date hereof.
I have also acted as counsel to the Company in connection with the proposed
acquisition by AC Acquisition Corp., a Delaware corporation ("Acq. Sub."), of
American Cyanamid Company, a Maine corporation ("AC"), pursuant to the Offer to
Purchase, dated August 10, 1994 (as amended through the date hereof, the "Offer
to Purchase") and the Agreement and Plan of Merger, dated as of August 17, 1994,
among AC, the Company and Acq. Sub. (the "Merger Agreement").

This opinion is delivered to you pursuant to Section 4.1(c) of the
Credit Agreement. Terms used herein which are defined in the Credit Agreement
shall have the respective meanings set forth in the Credit Agreement, unless
otherwise defined herein.

In connection with this opinion, I have examined originals or copies

of the date hereof and such corporate documents and records of the Borrowers and certificates of public officials and officers of the Borrowers, and such other documents as I have deemed necessary or appropriate for the purposes of this opinion. In stating my opinion, I have assumed the genuineness of all signatures of, and the authority of, persons signing the Credit Agreement on behalf of parties thereto other than the Borrowers, the authenticity of all documents submitted to me as originals and the conformity to authentic original documents of all documents submitted to me as certified, conformed or photostatic copies.

Based upon the foregoing, I am of the opinion that:

1. Each of the Company, its Significant Subsidiaries and each Subsidiary Borrower (a) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, (b) has the corporate or partnership power and authority and the legal right to own and operate all its material property, to lease the material property it operates as lessee and to conduct the business in which it is currently engaged and (c) to the best of my knowledge, is duly qualified as a foreign corporation or partnership and in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification, except where the failure to be so qualified would not reasonably be expected to have a Material Adverse Effect.

2. Each of the Company and the other Borrowers has the corporate power and authority and the legal right to make, deliver and perform each of the Credit Documents to which it is a party and has taken all necessary action to authorize the execution, delivery and performance of the Credit Documents to which it is a party. No consent or authorization of, filing with or other act by or in respect of any Governmental Authority or any other Person is required to be made or obtained by the Company or the other Borrowers in connection with the borrowings under the Credit Agreement or with the execution, delivery or performance of any Credit Document to which each of the Company or the other Borrowers is a party or with the validity or enforceability of any Credit Document against

each Borrower which is a party thereto, other than any such consents, authorizations, filings or other acts which have been made or obtained prior to the date hereof and which remain in full force and effect. Each of the Company and the other Borrowers has duly executed and delivered each of the Documents to which it is a party and each such Document constitutes a legal, valid and binding obligation of the Company or such other Borrower, as the case may be, enforceable against the Company or such other Borrower, as the case may be, in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

3. The execution, delivery and performance of each Credit Document, the borrowings under the Credit Agreement and the use of the proceeds of the Loans will not violate any Requirement of Law under the federal laws of the United States, the laws of the State of New York or the General Corporation Law of the State of Delaware, or, to the best of my knowledge, any Contractual Obligation of the Company, any of its Significant Subsidiaries or any Subsidiary Borrowers, and will not result in, or require, the creation or imposition of any Lien on any of its or their respective properties or revenues pursuant to any such Requirement of Law or, to the best of my knowledge, Contractual Obligation.

4. No litigation, investigation or proceeding of or before any arbitrator or Governmental Authority is pending or, to the best of my knowledge, threatened by or against the Company or any of its Subsidiaries or any of their respective Subsidiaries or against any of its or their respective properties or revenues (a) with respect to any Credit Document or Loans or any of the transactions contemplated thereby, (b) which would reasonably be expected to have a Material Adverse Effect or (c) which would reasonably be expected to have a material adverse effect on the ability of the Company to consummate in a timely manner the Acquisition in accordance with Section 5.9 of the Credit Agreement.

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5. None of the Borrowers is an "investment company," or a company "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended.

6. All necessary material governmental and third-party approvals that are required to be obtained by the Company and Acq. Sub. pursuant to any presently existing law or regulation of the United States of America, the State of New York or the Delaware General Corporation Law in connection with the purchase of shares of AC pursuant to the Offer to Purchase, the transactions contemplated thereby and otherwise referred to therein have been obtained and remain in effect, and all waiting periods applicable under such laws and regulations to the consummation of such transactions have expired without, in all such cases, any action being taken by a competent authority which materially restrains, prevents, or imposes materially adverse conditions upon or unduly hinders the consummation of the purchase of shares of AC pursuant to the Offer to Purchase in accordance with Section 5.9 of the Credit Agreement. Additionally, except to the extent consented to by the Majority Lenders there does not exist any judgment, order, injunction or other restraint issued or filed with respect to the making of Loans or which would reasonably be expected to materially impair the right or ability of Acq. Sub. to purchase the Shares pursuant to the Offer to Purchase or to consummate the Merger.

I have no reason to believe that the Schedule 14D-1 and any amendments thereto (except as to the financial statements or other financial data contained therein and as to any information contained therein regarding AC and its subsidiaries, as to each of which I express no belief) as of the date of its filing with the SEC contained any untrue statement of material fact or omitted to state any material fact necessary in order to make the statement made therein, in the light of the circumstances under which they were made, not misleading.

I am qualified to practice law only in New York and I am not expert in and express no opinion as to the laws of other jurisdictions other than the federal law of the United States and the General Corporation Law of the State of Delaware.

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This opinion has been rendered solely for your benefit in connection with the Credit Agreement and the transactions contemplated thereby and may not be relied upon by you for any other purpose, or relied upon by any other Person, firm or corporation without our prior written consent; provided, however, that

this opinion may be delivered to your regulators, accountants, attorneys and other professional advisers and may be used in connection with any legal or regulatory proceeding relating to the subject matter of this opinion.

Very truly yours,

[FORM OF RELEASE]

ACKNOWLEDGMENT AND RELEASE

ACKNOWLEDGEMENT AND RELEASE, dated as of _____, 199_, [insert Termination Date applicable to the Exiting Lender] by and among (a) _____ (the "Exiting Lender"), a party to the Credit Agreement, dated as

of September __, 1994, among American Home Food Products, Inc., a Delaware corporation, Sherwood Medical Company, a Delaware corporation, A. H. Robins Company, Incorporated, a Delaware corporation (each, a "Subsidiary Borrower"), American Home Products Corporation, a Delaware corporation (the "Company" and together with the Subsidiary Borrowers, the "Borrowers"), the banks and financial institutions parties thereto (together with the Exiting Lender, the "Lenders") and Chemical Bank, as agent for the Lenders (in such

capacity, the "Agent") (as amended, supplemented or otherwise modified from

time to time, the "Credit Agreement"), (b) the Borrowers and (c) the Agent.

Unless otherwise defined herein, terms which are defined in the Credit Agreement and used herein are so used as so defined.

W I T N E S S E T H :

WHEREAS, pursuant to subsection 2.19 of the Credit Agreement, the Company has requested that the Termination Date be extended and, having received an affirmative response to such request from the Majority A Lenders, has advised the Agent to have the Termination Date extended as to those Lenders that have agreed to such extension;

WHEREAS, the Exiting Lender has not agreed to such extension;

WHEREAS, the Company has elected to prepay the outstanding Committed Rate Loans of the Exiting Lender in full (together with such other amounts referred to in subsection 2.19 of the Credit Agreement (other than Bid Loans of such Exiting Lender), including, without limitation, amounts payable pursuant to subsection 2.16) and to terminate the Commitment of the Exiting Lender pursuant to subsection 2.19 of the Credit Agreement; and

WHEREAS, in connection with such actions, this Acknowledgment and Release must be duly executed by the parties hereto in accordance with the terms and provisions of subsection 2.19 of the Credit Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. Upon the execution and delivery of this Acknowledgment and Release by the parties hereto, the Exiting Lender shall no longer be a party to the Credit Agreement and shall no longer have any rights or obligations thereunder (other than pursuant to (i) subsections 2.2, 2.17 and 8.5 of the Credit Agreement and (ii) subsections 2.15 and 2.16 of the Credit Agreement in respect of events occurring on or prior to the date hereof in accordance with the terms of such subsections and subsection 2.19 of the Credit Agreement) and the Exiting Lender shall deliver to the Company, acting for itself and on behalf of each Subsidiary Borrower, any and all Committed Rate Notes held by the Exiting Lender pursuant to the Credit Agreement.

2. It is a condition precedent to the effectiveness of this Acknowledgment and Release by the Exiting Lender that any and all amounts in

respect of principal and interest on the Committed Rate Notes and the Facility Fee owing to the Exiting Lender under the Credit Agreement shall have been paid to the Exiting Lender in full. The amount of such principal on the date hereof is \$_____ and the amounts accrued in respect of such interest and the Facility Fee through the date hereof are \$_____ and \$_____, respectively.

3. This Acknowledgment and Release may be executed by one or more of the parties hereto in any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

4. This Acknowledgment and Release and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, each of the undersigned has caused this Acknowledgment and Release to be executed and delivered by a duly authorized officer thereof as of the date first above written.

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as Exiting Lender

By: _____
Title:

AMERICAN HOME FOOD PRODUCTS, INC.

By: _____
Title:

SHERWOOD MEDICAL COMPANY

By: _____
Title:

A. H. ROBINS COMPANY, INCORPORATED

By: _____
Title:

AMERICAN HOME PRODUCTS CORPORATION

By: _____
Title:

CHEMICAL BANK, as Agent

By: _____
Title:

CLARIFYING AMENDMENT

CLARIFYING AMENDMENT, dated as of September 22, 1994 (the "Amendment"), among AMERICAN HOME PRODUCTS CORPORATION, a Delaware corporation ("Parent"), AC ACQUISITION CORP., a Delaware corporation and a wholly owned subsidiary of Parent ("Purchaser"), and AMERICAN CYANAMID COMPANY, a Maine corporation (the "Company"), to the Agreement and Plan of Merger, dated August 17, 1994 (the "Original Agreement"), among Parent, Purchaser and the Company.

SECTION 1. Amendment. Clause (B) of the last sentence of Section 8.1(e) of the Original Agreement shall be amended so that such sentence reads in its entirety as follows:

As used herein, the "Outside Date" shall mean the latest (not to exceed 120 days following the date hereof) of (A) 60 days following the date hereof, (B) if a Request for Additional Information is made by the Federal Trade Commission pursuant to the HSR Act, the date that all conditions to the Offer, the satisfaction of which involve compliance with or otherwise relate to any United States antitrust or competition laws or regulations (including any enforcement thereof), have been satisfied for a period of ten business days, or (C) 10 business days following the conclusion of any ongoing proceedings before the European Commission in connection with its review of the transactions contemplated hereby or any similar delay pursuant to any other material antitrust or competition law or regulation.

SECTION 2. Authorization; Effectiveness. (a) Each party hereto represents to the other parties hereto that this Amendment has been duly and validly authorized, executed and delivered by such party and constitutes a legal, valid and binding obligation of such party enforceable against it in accordance with its terms.

(b) This Amendment shall become effective upon execution and delivery by the parties hereto. Except as expressly amended hereby, the provisions of the Original Agreement are and shall remain in full force and effect.

SECTION 3. Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise

govern under applicable principles of conflicts of laws thereof.

SECTION 4. Counterparts. This Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when

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executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Parent, Purchaser and the Company have caused this Amendment to be executed as of the date first written above by their respective officers thereunto duly authorized.

AMERICAN HOME PRODUCTS CORPORATION

By:/s/ John R. Considine

Name: John R. Considine
Title: Vice President-Finance

AC ACQUISITION CORP.

By:/s/ John R. Considine

Name: John R. Considine
Title: Vice President

AMERICAN CYANAMID COMPANY

By:/s/ J. S. McAuliffe

Name: J. S. McAuliffe
Title: Vice President

