

# SECURITIES AND EXCHANGE COMMISSION

## FORM SC 14D1/A

Tender offer statement. [amend]

Filing Date: **1995-07-28**  
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### SUBJECT COMPANY

#### LEGENT CORP

CIK: **845607** | IRS No.: **251589745** | State of Incorporation: **DE** | Fiscal Year End: **0930**  
Type: **SC 13D/A** | Act: **34** | File No.: **005-40253** | Film No.: **95557175**  
SIC: **7372** Prepackaged software

Business Address  
575 HERNDON PKWY  
HERNDON VA 22070-5226  
7037083000

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7037083000

### FILED BY

#### COMPUTER ASSOCIATES INTERNATIONAL INC

CIK: **356028** | IRS No.: **132857434** | State of Incorporation: **DE** | Fiscal Year End: **0331**  
Type: **SC 14D1/A**  
SIC: **7372** Prepackaged software

Business Address  
ONE COMPUTER  
ASSOCIATES PLAZA  
ISLANDIA NY 11788  
5163425224

#### COMPUTER ASSOCIATES INTERNATIONAL INC

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SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

AMENDMENT NO. 8 TO  
SCHEDULE 14D-1  
TENDER OFFER STATEMENT PURSUANT TO SECTION  
14(D) (1) OF THE SECURITIES EXCHANGE ACT OF 1934  
AND  
SCHEDULE 13D  
UNDER THE SECURITIES EXCHANGE ACT OF 1934

LEGENT CORPORATION

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(Name of Subject Company)

VR126, INC.  
COMPUTER ASSOCIATES INTERNATIONAL, INC.

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(Bidder)

COMMON STOCK, \$.01 PAR VALUE PER SHARE

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(Title of Class of Securities)

52465R109

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(CUSIP Number of Class of Securities)

SANJAY KUMAR  
VR126, INC.  
C/O COMPUTER ASSOCIATES INTERNATIONAL, INC.  
ONE COMPUTER ASSOCIATES PLAZA  
ISLANDIA, NEW YORK 11788-7000  
(516) 342-5224

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

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

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Computer Associates International, Inc. and its wholly-owned subsidiary, VR126, Inc., hereby amend and supplement their combined Tender Offer Statement on Schedule 14D-1 and Statement on Schedule 13D, originally filed on June 1, 1995 and amended by Amendment Nos. 1-7 (the "Statement"), with respect to an offer to purchase all outstanding shares of common stock, \$.01 par value per share, of Legent Corporation, as set forth in this Amendment No. 8. Capitalized terms not defined in this Amendment No. 8 have the meanings assigned to them in the Statement.

Item 7. Contracts, Arrangements, Understandings or Relationships with respect to the Subject Company's Securities.

The response to Item 7 is hereby amended and supplemented as follows:

On July 28, 1995, Computer Associates, Merger Subsidiary and the Company entered into Amendment No. 1 to the Merger Agreement (the "Amendment"), a copy of which is attached hereto as Exhibit (c)(3). The information set forth in the Amendment is incorporated herein by reference. The Amendment provides that the Company will, on the thirtieth day following the date on which Shares are accepted for payment pursuant to the Offer (the "Acceptance Date"), make a payment, to holders of options for Shares who meet certain requirements set forth in the Amendment in cancellation of such options, in an amount equal to the product of (i) the excess, if any, of \$47.95 per Share over the applicable exercise of each such option and (ii) the number of such Shares that could have been purchased upon the exercise of such option. The Amendment also provides that the Company will make, promptly following the effective time of the merger of Merger Subsidiary with and into the Company (the "Effective Time"), to persons who held on the Acceptance Date options issued pursuant to the Company's Stock Option Plan for Non-Employee Directors, in each case conditioned on (x) the cancellation of such options and (y) the delivery by such person within five business days after the Acceptance Date of written confirmation that such options do not confer upon such person the right to

receive securities of Computer Associates following the Effective Time, a payment equal to the product of (i) the excess, if any, of \$47.95 per Share over the applicable exercise of each such option and (ii) the number of such Shares that could have been purchased upon the exercise of such option; provided that with respect to such options which were granted within six months prior to the Effective Time, such payment shall be made promptly after six months from the date of such grant.

Item 10. Additional Information.

The response to Item 10 is hereby amended and supplemented as follows:

On July 28, 1995, Computer Associates issued the press release attached hereto as Exhibit (a)(16). The information set forth in the press release is incorporated herein by reference.

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Item 11. Material to be Filed as Exhibits.

(a)(16) Text of press release issued by Computer Associates dated July 28, 1995.

(c)(3) Amendment No. 1, dated as of July 28, 1995, to the Agreement and Plan of Merger, dated as of May 25, 1995, among the Company, Computer Associates and Merger Subsidiary.

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SIGNATURE

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

Dated: July 28, 1995

VR126, INC.

By/s/ Belden A. Frease

-----  
Name: Belden A. Frease

Title: Vice President and Secretary

COMPUTER ASSOCIATES INTERNATIONAL, INC.

By/s/ Belden A. Frease

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Name: Belden A. Frease

Title: Senior Vice President and Secretary

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EXHIBIT INDEX

Exhibit

Number

Exhibit Name

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(a) (16) Text of press release issued by Computer Associates dated July 28, 1995.

(c) (3) Amendment No. 1, dated as of July 28, 1995, to the Agreement and Plan of Merger, dated as of May 25, 1995, among the Company, Computer Associates and Merger Subsidiary.

Contact: Douglas Robinson - CA Investor Relations, (516) 342-2745  
Robert Gordon CA Public Relations (516) 342-2391

COMPUTER ASSOCIATES RESOLVES ANTITRUST CONCERNS OVER PROPOSED  
ACQUISITION OF LEGENT; PROCEEDS TO COMPLETE TENDER OFFER

ISLANDIA, NY, July 28, 1995 -- Computer Associates International, Inc. (NYSE: CA) announced today that it has reached an agreement with the U.S. Department of Justice that will permit CA to complete its \$1.8 billion acquisition of Legent Corporation. CA also announced that its subsidiary, VR126, Inc., is extending until 12:00 Midnight, New York City time, on Monday, July 31, 1995, its offer to purchase all outstanding shares of common stock of Legent for \$47.95 per share in cash.

The agreement with the Department of Justice requires CA to license on a non-exclusive basis four VSE systems management products owned by Legent to a party or parties acceptable to the Department. Those parties will be able to offer the products in competition with CA. Existing clients for those four products will have the option to elect whether to continue to receive maintenance and support from CA. The agreement will become final upon court order at the expiration of a statutory sixty day period.

"This is a great outcome for all concerned," said Sanjay Kumar, CA's president and chief operating officer. "It's a win for Legent and CA employees, our clients and shareholders. We said at the outset there was little overlap between the CA and Legent product offerings. We appreciate the effort made by the Department of Justice to review expeditiously the more than 150 Legent products and narrow their concern to the few covered by this agreement. The agreement with the Department will not materially affect our ability to acquire and use the Legent assets."

"We envisioned the transaction as a means of bringing together two great organizations with complementary products and thousands of highly motivated and talented employees," Kumar said. "We can now get on with the task of making the merger a reality and achieving the synergies that hold such promise for our clients."

As a consequence of the extension of the expiration date, holders of Legent common stock may tender or withdraw shares until 12:00

Midnight, New York City time, on Monday, July 31, 1995. The tender offer was previously scheduled to expire on July 28, 1995.

Based on the latest count of tendered shares, approximately 17,662,248 shares of Legent common stock have been validly tendered and not withdrawn pursuant to the tender offer.

# # #

AMENDMENT NO. 1, dated as of July 28, 1995, to the Agreement and Plan of Merger, dated as of May 25, 1995 (the "Merger Agreement"), among Legent Corporation, a Delaware corporation (the "Company"), Computer Associates International, Inc., a Delaware corporation ("Parent"), and VR126, Inc., a Delaware corporation ("Merger Subsidiary") and a wholly-owned subsidiary of Parent.

The parties agree as follows:

SECTION 1. Unless otherwise specifically defined in this Amendment, each term used in this Amendment which is defined in the Merger Agreement shall have the meaning assigned to such term in the Merger Agreement. Each reference to "hereof", "hereunder", "herein" and "hereby" and each other similar reference and each reference to "this Agreement" and each other similar reference contained in the Merger Agreement shall from and after the date of this Amendment refer to the Merger Agreement as amended by this Amendment.

SECTION 2. Section 2.5(a) of the Merger Agreement is hereby amended in its entirety as follows:

"(a) Subject to Section 2.5(c), at or immediately prior to the Effective Time, each outstanding Company Option (defined below) other than the Outside Director Options (defined below) shall be canceled, and each holder of any such option shall be paid by the Company promptly after the Effective Time for each such option an amount determined by multiplying (i) the excess, if any, of \$47.95 per Share over the applicable exercise price of such option by (ii) the number of Shares such holder could have purchased had such holder exercised such option in full immediately prior to the Effective Time (as if such Company Option was exercisable in full). Parent agrees that, promptly following the Effective Time, it will cause the Company to pay to any person who held Outside Director Options on the date on which Shares are accepted for payment pursuant to the Offer (the "Acceptance Date") an amount equal to the Outside Director Consideration (defined below) (provided that, with respect to any such Outside Director Option granted within six months of the Effective Time, Parent shall cause the Company to make such payment promptly after six months from the date of such grant), in each case

conditioned upon (i) the cancellation of all Outside Director Options, if any, still held by such person and (ii) such person providing the Company within five business days after the Acceptance Date with written confirmation that such person's Outside Director Options do not confer upon such person any right to receive securities of Parent following the Effective Time.

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"Company Option" means any option granted, whether or not exercisable, and not exercised or expired, to a current or former employee, director or independent contractor of the Company or any of its subsidiaries or any predecessor thereof to purchase Shares pursuant to any stock option, stock bonus, stock award, or stock purchase plan, program, or arrangement of the Company or any of its subsidiaries or any predecessor thereof (collectively, the "Stock Plans") or any other contract or agreement entered into by the Company or any of its subsidiaries. "Outside Director Option" means any Company Option granted under the Company's Stock Option Plan for Non-Employee Directors. "Outside Director Consideration" means the sum for all Outside Director Options held by a holder immediately prior to the Acceptance Date (but excluding any option exercised at any time) of the respective amounts determined by multiplying (i) the excess, if any, of \$47.95 per Share over the applicable exercise price of each option by (ii) the number of Shares such holder could have purchased had such holder exercised such option in full immediately prior to the Acceptance Date (as if such option was exercisable in full)."

SECTION 3. Section 2.5 of the Merger Agreement is hereby further amended by adding the following at the end of such Section:

"(d) On the thirtieth day (or, if such day is not a business day, the next succeeding business day thereafter) following the Acceptance Date, the Company shall pay by check to each Electing Optionholder (defined below) in cancellation of such Electing Optionholder's Company Options specified (the "Specified Options") by such Electing Optionholder in the Election Notice (defined below) (excluding any Company Options theretofore exercised) an amount equal to the product of (i) the excess, if any, of \$47.95 per Share over the applicable exercise price of each such Specified Option and (ii) the number of Shares such Electing Optionholder could have purchased had such Electing Optionholder exercised such Specified Option in full on the Acceptance

Date (as if such Specified Option were exercisable in full). Notwithstanding any other provision of this Section 2.5, payment to any Electing Optionholder may be withheld in respect of any Specified Option until such Electing Optionholder executes an acknowledgment, in form and substance reasonably satisfactory to the Company, stating that (i) such Specified Option is being canceled in exchange for such payment, (ii) such Specified Option has not previously been exercised and (iii) such Electing Optionholder has not transferred any interest in such Specified Option to any person (other than the Company). For purposes of this Agreement, "Electing Optionholder" shall mean each person (other than persons who are subject to the reporting requirements of Section 16 of the Exchange Act) (i) who holds, as of the Acceptance

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Date, outstanding Company Options, (ii) who elects, by written notice delivered by mail, facsimile transmission or e-mail (with a hard copy printout) to the Secretary of the Company no earlier than the business day next succeeding the Acceptance Date and no later than the tenth business day following the Acceptance Date, to cancel the Specified Options in exchange for the payment from the Company described in this subsection (the "Election Notice") and (iii) who is an employee of the Company on the business day immediately preceding the Acceptance Date.

(e) The termination of employment of any Electing Optionholder on or after the Acceptance Date shall not affect such Electing Optionholder's right to receive, or the Company's obligation to make, the payment specified in Section 2.5(d), notwithstanding any provision in any employee stock option agreement of the Company or Stock Plan relating to cancellation of Company Options in connection with termination of employment (unless such Electing Optionholder's employment is terminated for cause or such Electing Optionholder resigns in lieu of such termination for cause).

(f) The provisions of Section 2.5(a), (d) and (e) are intended to be for the benefit of holders of Company Options and shall be enforceable by them."

SECTION 4. This Amendment shall be construed in accordance with and governed by the laws of the State of New York.

SECTION 5. This Amendment may be signed in any number of

counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Amendment shall become effective as of the date hereof when each party hereto shall have received counterparts hereof signed by all of the other parties hereto.

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The parties hereto have caused this Amendment to be duly executed as of the date first above written.

LEGENT CORPORATION

By: /s/ Jerre Stead

-----  
Title: Chairman and Chief Executive Officer

COMPUTER ASSOCIATES INTERNATIONAL, INC.

By: /s/ Belden A. Frease

-----  
Title: Senior Vice President and Secretary

VR126, INC.

By: /s/ Belden A. Frease

-----  
Title: Vice President and Secretary