

DAVIS POLK & WARDWELL

1 CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

212-530-4000

Memorandum
for

(b)(6) [Redacted]

July 16, 1991

Patrick O'Neill
Colin Anderson

(b)(6) [Redacted]

Re: Amendment No. 1 to Bain Loan Agreement

Telecopied herewith is Amendment No. 1 (the "Amendment") to the Loan Agreement dated as of June 10, 1991 (the "Loan Agreement") among Bain & Company, Inc., the Lenders listed on the signature pages thereof and

(b)(4) [Redacted]

[Redacted]

(b)(4)

as Agent.

The Amendment provides for the addition of certain items of debt to Exhibit S to the Loan Agreement that were erroneously excluded from that Schedule at the time the Loan Agreement became effective. The Amendment will become effective as of June 14, 1991 (the Effective Date of the Loan Agreement) upon the receipt by [Redacted] of signatures of the Company and Lenders holding more than 50% of the sum of the aggregate outstanding principal amount of the Loans and the aggregate unpaid amount of the Tranche D Obligations.

(b)(4)

The Amendment is necessary for the Company's auditors to sign off on the Company's financials. Please execute the attached Amendment, send me a copy by facsimile

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transmission to (212) 530-4046 and return a hard copy to me as soon as possible.

If you have any questions, please call me at (212) 530-4470 or Paul Model at (212) 530-4741.

Warmest regards.

Greg Anderson

(b)(4),(b)(6)

cc: [redacted]

Robert Gargill
Carl Sapers

(b)(4),(b)(6)

[redacted]

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AMENDMENT NO. 1 TO LOAN AGREEMENT

AMENDMENT dated as of June 10, 1991 among BAIN & COMPANY, INC. (the "Borrower"), the LENDERS listed on the signature pages hereof (the "Lenders") and [redacted] (b)(4) as Agent (the "Agent").

(b)(4)

W I T N E S S E T H :

WHEREAS, the parties hereto have heretofore entered into a Loan Agreement dated as of June 10, 1991 (the "Agreement"); and

WHEREAS, the parties hereto desire to amend Exhibit S to the Agreement to reference certain Debt.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. Definitions; References. Unless otherwise specifically defined herein, each term used herein which is defined in the Agreement shall have the meaning assigned to such term in the 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 Agreement shall from and after the date hereof refer to the Agreement as amended hereby.

SECTION 2. Amendment of Exhibit S to the Agreement. Exhibit S to the Agreement is amended to read as set forth in Exhibit A hereto.

SECTION 3. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of New York.

1114999

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SECTION 4. Counterparts; Effectiveness. 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 June 14, 1991 when the Agent shall have received duly executed counterparts hereof signed by the Borrower and, pursuant to Section 9.05 of the Agreement, Lenders holding more than 50% of the sum of the aggregate outstanding principal amount of the Loans and the aggregate unpaid amount of the Tranche D Obligations (or, in the case of any party as to which an executed counterpart shall not have been received, the Agent shall have received telegraphic, telex or other written confirmation from such party of execution of a counterpart hereof by such party).

0115000

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first above written.

BAIN & COMPANY, INC.

By _____
Title: _____

(b)(4)

By _____
Title: _____

(b)(4)

By _____
Title: _____

NEW BANK OF NEW ENGLAND, N.A.

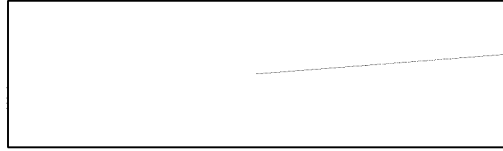
By _____
Title: _____

(b)(4)

By _____
Title: _____

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(b)(4)

By _____
Title: _____

6309 17 0115002

Borrower's obligations to
reimburse [redacted]
for any payments made by such
bank under its guarantee of up to
[redacted]
by Bain & Company [redacted] to

(b)(4)

[redacted]

Borrower's obligations to
reimburse [redacted]
for any payments made by such
bank under its guarantee of up to

[redacted]
owing [redacted]

[redacted]

(b)(4)

(b)(4)

(b)(4)

(b)(4)

(b)(4)

(b)(4),(b)

(b)(4)

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EXHIBIT A TO
AMENDMENT NO. 1

EXHIBIT S

Debt of the Borrower Outstanding
Immediately After Effective Date

Balance Sheet Debt:

Guarantee of Subordinated Debt

Subrogated Debt

(b)(4)

Off Balance Sheet Debt:

Letters of Comfort for
Bain Consultants, Inc. (Australia)
Leased premises
Payroll Account
10 Automobile leases

(b)(4)

Guarantee Lease Payments of

(b)(4)

(b)(4)

Borrower's obligations
to fund

(b)(4)

(b)(4)

Borrower's obligations to
reimburse

(b)(4)

bank under its guarantee of up to

(b)(4)

of the current

(b)(4)

(b)(4)
(b)(4)

0115003

(b)(4)

(b)(4)

(b)(4)

(b)(4)

AMENDMENT NO. 2 TO LOAN AGREEMENT

AMENDMENT No. 2 dated as of October 11, 1991 among BAIN & COMPANY, INC. (the "Borrower"), the LENDERS listed on the signature pages hereof (the "Lenders") and [redacted] as Agent (the "Agent").

(b)(4)

(b)(4)

WITNESSETH:

WHEREAS, the parties hereto have heretofore entered into a Loan Agreement dated as of June 10, 1991 (the "Agreement"); and

WHEREAS, the parties hereto desire to amend Section 5.09 of the Agreement:

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. Definitions; References. Unless otherwise specifically defined herein, each term used herein which is defined in the Agreement shall have the meaning assigned to such term in the 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 Agreement shall from and after the date hereof refer to the Agreement as amended hereby.

SECTION 2. Amendment of Section 5.09. Section 5.09 to the Agreement is amended by changing the word "and" appearing immediately before clause (ii) of such Section to a comma and inserting, at the end of such Section, the following:

and (iii) any equipment lease or real estate lease not otherwise permitted by the foregoing clauses (i) and (ii) of this Section 5.09; provided that (p) the aggregate annual rent payable under all such leases shall not at any time exceed \$100,000 (it being understood that the Geneva, Switzerland lease referred to in Waiver No. 1 dated as of August 30, 1991 among the Borrower, the Lenders and the Agent shall not be included for purposes of calculating compliance with the \$100,000 limit of

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this proviso) and (q) no real estate lease permitted under this clause (iii) shall have a term of more than one year.

SECTION 3. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 4. Counterparts; Effectiveness. 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 set forth above when the Agent shall have received duly executed counterparts hereof signed by the Borrower and, pursuant to Section 9.05 of the Agreement, Lenders holding more than 62% of the sum of the aggregate outstanding principal amount of the Loans and the aggregate unpaid amount of the Tranche D Obligations (or, in the case of any party as to which an executed counterpart shall not have been received, the Agent shall have received telegraphic, telex or other written confirmation from such party of execution of a counterpart hereof by such party). The effectiveness of this Amendment will not affect the validity or effectiveness of Waiver No. 1 dated as of August 30, 1991 among the Borrower, the Lenders and the Agent.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first above written.

BAIN & COMPANY, INC.

By _____
Title: _____

[Redacted signature box]

(b)(4)

By _____
Title: _____

[Redacted signature box]

By _____
Title: _____

RECOLL MANAGEMENT CORPORATION,
as Attorney-in-Fact for the
Federal Deposit Insurance
Corporation, as Receiver for
New Bank of New England, N.A.

By _____
President

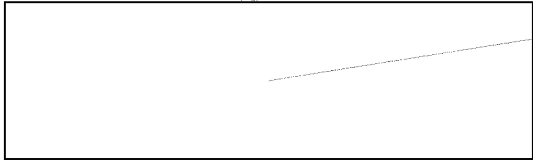
(b)(6)

[Redacted signature box]

By _____
Title: _____

(b)(4)
0113944

(b)(4)
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(b)(4)

By _____
Title: _____

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DAVIS POLK & WARDWELL
1 CHASE MANHATTAN PLAZA
NEW YORK, N. Y. 10005
212-530 4000

Memorandum
for
Bain Lenders

August 29, 1991

Enclosed are four execution copies of a waiver relating to leasing of additional office space by Bain & Company Switzerland, Inc., as discussed in the fax previously distributed by Please execute all four copies and return three executed copies to the undersigned at Davis Polk & Wardwell.

Paul Model

(b)(4),(b)
(6)

0114992

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RA5058119

DAVIS POLK & WARDWELL
1 CHASE MANHATTAN PLAZA
NEW YORK, N. Y. 10005
212-530-4000

Legal Notes
~~_____~~
- Fails in
Bain + Co
(Lessee)
#1037-
9565

Memorandum
for
Bain Lenders

October 11, 1991

Enclosed are four execution copies of an amendment relating to leasing of additional office space and equipment in various locations by Bain and its subsidiaries, as discussed in the faxes previously sent by Gary Wilkinson of Bain and Please execute all four copies and return three executed copies to the undersigned at Davis Polk & Wardwell.

Paul Model

(b)(4)

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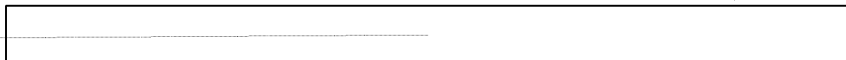
4309 17

RA5058129

WAIVER NO. 1

Waiver No. 1, dated as of August 30, 1991 under the Loan Agreement dated as of June 10, 1991 (the "Loan Agreement") among Bain & Company, Inc., a New Jersey corporation, the lenders listed on the signature pages thereof (the

"Lenders") and



Agent. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Loan Agreement.

W I T N E S S E T H :

WHEREAS, the Borrower wishes to obtain a waiver of the provisions of Section 5.09 of the Loan Agreement in order to permit a subsidiary of the Borrower to increase its leased office space in Geneva, Switzerland;

NOW, THEREFORE, the undersigned Lenders and the Borrower agree as follows:

SECTION 1. Waiver. The undersigned Lenders hereby waive the provisions of Section 5.09 of the Loan Agreement to the extent necessary to permit Bain & Company Switzerland, Inc. to enter into a lease of additional office space located in Geneva, Switzerland and renewals and replacements thereof; provided that the aggregate annual rent obligations of Bain & Company Switzerland, Inc. upon execution of such lease shall

(b)(4)

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not exceed \$65,000 and that the aggregate annual rent obligations of Bain & Company Switzerland, Inc. upon execution of any renewal or replacement lease of office space shall not exceed \$65,000 by a percentage greater than that described in clause (y) of Section 5.09 of the Loan Agreement.

SECTION 2. Rights Otherwise Unaffected. This Waiver is limited to the matters expressly set forth herein, and shall not affect any other rights or remedies of the Lenders under the Loan Agreement, and all terms of the Loan Agreement shall remain in full force and effect.

SECTION 3. Governing Law. This waiver shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 4. Counterparts. This waiver may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures hereto and thereto were on the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this waiver as of the date first above written.

By _____
Title: _____

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(b)(4)

(b)(4)

[Redacted]

By _____
Title: _____

(b)(4)

[Redacted]

By _____
Title: _____

*Special Management Corporation as Attorney-in-Fact
for the Federal Deposit Insurance Corporation, as special agent for
NEW BANK OF NEW ENGLAND N.A.*

(b)(4)(b)

0114925

By _____
Title: *Vice President*

(b)(4)

[Redacted]

By _____
Title: _____

BAIN & COMPANY, INC.

By _____
Title: _____

0309 17

0114996

NOV 1 1994

2409 17

RA5058133

09 17 1991 20:12 FROM

PAGE 15

copy

SCHULTE ROTH & ZABEL

900 THIRD AVENUE
NEW YORK, N.Y. 10022

(212) 758-0404

FACSIMILE NUMBER:

(212) 393-8925

TELEX: 428775

CABLE: OLYMPUS NEW YORK

WRITER'S DIRECT NUMBER:

[Redacted]

FLORIDA OFFICE
PHILLIPS POINT WEST TOWER
SUITE 1002
777 SOUTH FLAGLER DRIVE
WEST PALM BEACH, FLORIDA 33401
14071 698-8400

ROBERT M. ABRAMSON
RIM E. BARTISTE
LESTER M. BLUMISE
DAVID M. BROPHY
EDWARD S. EIBERT
MICHAEL J. FEINMAN
MICHAEL B. FELDBERG
STEVEN J. FREDMAN
STUART D. FREDMAN
MICHAEL J. FRIESS
ALAN R. GLICKMAN
LAWRENCE S. GOLDBERG
LUCY M. GORDON
RONALD S. ROCHMAN
BURTON LENMAN
ANDREW R. LEVY
JOHN S. MCDONALD
MICHAEL E. MURPHY
ROBERT S. BASH
MARK A. HOFREY
PAULA. RUSSEBAUM

JAMES M. PETER
MARTIN L. PERSCHEIT
GREGORY P. FREEDMAN
ROBERT ROSENBERG
PAUL E. ROTH
JEFFREY S. SACHS
CATHERINE DANUELE
FREDERICK P. BERHAFFER
STEPHEN J. SCHULTE
DANIEL S. SHAPIRO
CHATE ZUCKERMAN SWAPOT
HOWARD F. SHARFSTEIN
JOSEPH M. SIMONE
IRWIN J. SUBARNAN
JANET C. WALDEN
ALAN S. WALDENBERG
PAUL M. WATTERSON, JR.
PAUL E. WESCO
MARC WEINGARTEN
ANDRE WEISS
WILLIAM D. ZABEL

September 17, 1991

* ADMITTED IN THE DISTRICT OF COLUMBIA
AND CALIFORNIA ONLY

VIA TELECOPIER

Memorandum to:

[Redacted]

Patrick O'Neill

Re: Amendment to German Agreement

Enclosed is an Amendment (the "Amendment") to the
Subsidiary Guaranty and Security Agreement dated as of June 10,
1991 (the "Security Agreement") between Bain & Company Germany,
Inc. ("Bain Germany") and [Redacted]

[Redacted] as Collateral Agent. The Amendment is one of the documents
contemplated by the letter dated June 10, 1991 (the "Letter
Agreement") from certain Lenders to the Collateral Agent relating
to actions to be taken after June 10, 1991 in connection with the
Lenders' security interest in certain foreign receivables.

German counsel has advised us that collateral
assignments of German accounts receivable must comply with
certain formalities to be enforceable under German law. The
Amendment provides for certain amendments designed to comply with
such formalities and thereby to alleviate various concerns about
the enforceability of the security interest provided for in the
Security Agreement. Based on the advice of German counsel, the
Amendment provides, among other things, for (a) the inclusion of
certain "fiduciary assignment" language, (b) the incorporation of
certain principles stipulated by the German Federal Court of
Justice with respect to over-security and (c) an explicit
statement that the collateral assignment of receivables provided
for in the Security Agreement shall be governed by German law.

RA5058111

(b)(4), (b)(6)

0114984

(b)(4)

September 17, 1991
Page 2

We understand that the Relevant Consent Lenders (as defined in Section 9.05 of the Loan Agreement) have consented to the Amendment by executing the Letter Agreement. At the request of the Agent's counsel, we request that you confirm such consent by signing a copy of this letter in the space provided below. Please send a telecopy of the signed copy of this letter to me at (212) 595-5955 and return a hard copy of such signed letter to me as soon as possible. Once a majority of the Lenders have signed and returned copies of this letter to me, I will forward the copies to Davis Polk. Thereafter, in accordance with the Letter Agreement, the Collateral Agent and Bain Germany will execute and deliver the Amendment.

With best regards.

[Redacted signature box]

cc: Robert Gargill
[Redacted]
Paul Model

Acknowledged and Consented to this
30th day of September, 1991:

*Recall Management Corporation as
Attorney-in-Fact for the FDIC, as
Receiver for New Bank of New York, N.A.
(Name of Lender)*

By [Redacted]
ie: *Via President*

DAVIS POLK & WARDWELL
450 LEXINGTON AVENUE
NEW YORK, N. Y. 10017
212-450-4000

Memorandum
for
Lenders

September 14, 1992

Re: Bain & Company, Inc. -
Proposed Hong Kong Lease

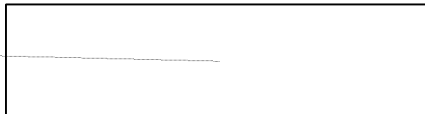
At the request of Colin Anderson I
enclose three copies of a proposed Waiver permitting Bain to
enter into a two-year lease for office space in Hong Kong.

If the proposed Waiver is acceptable to you,
please sign two copies and return them to me at 450
Lexington Avenue, New York, New York 10017. The third copy
is for your files.

If you have any questions about the enclosed
Waiver, please call Colin or Bill or, as to legal matters,
call me at (212) 450-4146.

Best regards.

(b)(4),(b)
(6)



Obligor Name Bain & Co
Obligor # 055324500
Obligation # 18
Section/ Tab B.3
Officer/ Ext FALS/20217

RA5057120

WAIVER NO. 3

Waiver No. 3 dated as of August 15, 1992 under the Loan Agreement dated as of June 10, 1991 (the "Loan Agreement") among Bain & Company, Inc., a Massachusetts corporation, the lenders listed on the signature pages thereof (the "Lenders") and [REDACTED]

(b)(4) [REDACTED] as Agent. Capitalized terms used herein and not otherwise defined herein have the meanings set forth in the Loan Agreement.

W I T N E S S E T H:

WHEREAS, the Borrower wishes to obtain a waiver of the provisions of Section 5.09 of the Loan Agreement in order to permit the Borrower to enter into a two-year lease for office space in Hong Kong;

NOW, THEREFORE, the undersigned Lenders and the Borrower agree as follows:

SECTION 1. Waiver. The undersigned Lenders hereby waive the provisions of Section 5.09 of the Loan Agreement to the extent necessary to permit the Borrower to enter into a two year lease of office space located in Hong Kong; provided that the aggregate monthly rent obligations

of the Borrower under such lease shall not exceed 75,000 Hong Kong dollars.

SECTION 2. Rights Otherwise Unaffected. This Waiver is limited to the matters expressly set forth herein, and shall not affect any other rights or remedies of the Lenders under the Loan Agreement, and all terms of the Loan Agreement shall remain in full force and effect.

SECTION 3. Governing Law. This Waiver shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 4. Counterparts; Effectiveness. This Waiver may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures hereto and thereto were on the same instrument. This Waiver shall become effective as of the date set forth above when the Agent shall have received duly executed counterparts hereof signed by the Borrower and the Relevant Consent Lenders (or, in the case of any party as to which an executed counterpart shall not have been received, the Agent shall have received telegraphic, telex or other written confirmation from such party of execution of a counterpart hereof by such party).

IN WITNESS WHEREOF, the undersigned have executed
this Waiver as of the date first above written.

(b)(4)

[Redacted signature box]

By _____
Title: Vice President

(b)(4)

[Redacted signature box]

By _____
Title: Vice President

(b)(4)

[Redacted signature box]

By _____
Title: Vice President

RECOLL MANAGEMENT CORPORATION,
as Attorney-In-Fact for the
Federal Deposit Insurance
Corporation, as Receiver for
the New Bank of New England,
N.A.

(b)(6)

[Redacted signature box]

By _____
Title: Vice President

(b)(4)

[Redacted signature box]

By _____
Title: Vice President

BAIN & COMPANY, INC.

By _____
Title: Vice President

WILLIAMS & GRAINGER

COUNSELLORS AT LAW

MA BO S27 LAW

28 STATE STREET

BOSTON, MASSACHUSETTS 02109

TELECOPIER

(617) 573-5197

(617) 573-7199

David C. Aisenberg
(617) 573-5440

Obligor Name Bain & Co
Obligor # 5553201-50
Obligation # 15
Section/ Tab B-3
Officer/ Ext DLS/32919

September 23, 1992

(b)(4),(b)
(6) Esq.
Davis, Polk & Wardwell
450 Lexington Avenue
New York, NY 10017

Re: Bain & Company, Inc. - Proposed Hong Kong
Lease

(b)(4),(b)
(6) Dear

Enclosed are two signed copies of Waiver No. 3 relating to the above-referenced matter. Please forward to us appropriate copies of the signed waivers from the other lenders.

(b)(6)
Very truly yours
David C. Aisenberg

cc: Brian Shelton

WAIVER NO. 3

Waiver No. 3 dated as of August 15, 1992 under the Loan Agreement dated as of June 10, 1991 (the "Loan Agreement") among Bain & Company, Inc., a Massachusetts corporation, the lenders listed on the signature pages thereof (the "Lenders") and [REDACTED]

(b)(4) [REDACTED] as Agent. Capitalized terms used herein and not otherwise defined herein have the meanings set forth in the Loan Agreement.

W I T N E S S E T H:

WHEREAS, the Borrower wishes to obtain a waiver of the provisions of Section 5.09 of the Loan Agreement in order to permit the Borrower to enter into a two-year lease for office space in Hong Kong;

NOW, THEREFORE, the undersigned Lenders and the Borrower agree as follows:

SECTION 1. Waiver. The undersigned Lenders hereby waive the provisions of Section 5.09 of the Loan Agreement to the extent necessary to permit the Borrower to enter into a two year lease of office space located in Hong Kong; provided that the aggregate monthly rent obligations

of the Borrower under such lease shall not exceed 75,000 Hong Kong dollars.

SECTION 2. Rights Otherwise Unaffected. This Waiver is limited to the matters expressly set forth herein, and shall not affect any other rights or remedies of the Lenders under the Loan Agreement, and all terms of the Loan Agreement shall remain in full force and effect.

SECTION 3. Governing Law. This Waiver shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 4. Counterparts; Effectiveness. This Waiver may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures hereto and thereto were on the same instrument. This Waiver shall become effective as of the date set forth above when the Agent shall have received duly executed counterparts hereof signed by the Borrower and the Relevant Consent Lenders (or, in the case of any party as to which an executed counterpart shall not have been received, the Agent shall have received telegraphic, telex or other written confirmation from such party of execution of a counterpart hereof by such party).

IN WITNESS WHEREOF, the undersigned have executed
this Waiver as of the date first above written.

(b)(4)

[Redacted signature box]

By _____
Title: Vice President

(b)(4)

[Redacted signature box]

By _____
Title: Vice President

(b)(4)

[Redacted signature box]

By _____
Title: Vice President

RECOLL MANAGEMENT CORPORATION,
as Attorney-In-Fact for the
Federal Deposit Insurance
Corporation, as Receiver for
the New Bank of New England,
N.A.

(b)(6)

By _____
Title: vice President

(b)(4)

[Redacted signature box]

By _____
Title: Vice President

BAIN & COMPANY, INC.

By _____
Title: Vice President

WAIVER NO. 3

Waiver No. 3 dated as of August 15, 1992 under the Loan Agreement dated as of June 10, 1991 (the "Loan Agreement") among Bain & Company, Inc., a Massachusetts corporation, the lenders listed on the signature pages thereof (the "Lenders") and [REDACTED]

(b)(4) [REDACTED] as Agent. Capitalized terms used herein and not otherwise defined herein have the meanings set forth in the Loan Agreement.

W I T N E S S E T H:

WHEREAS, the Borrower wishes to obtain a waiver of the provisions of Section 5.09 of the Loan Agreement in order to permit the Borrower to enter into a two-year lease for office space in Hong Kong;

NOW, THEREFORE, the undersigned Lenders and the Borrower agree as follows:

SECTION 1. Waiver. The undersigned Lenders hereby waive the provisions of Section 5.09 of the Loan Agreement to the extent necessary to permit the Borrower to enter into a two year lease of office space located in Hong Kong; provided that the aggregate monthly rent obligations

of the Borrower under such lease shall not exceed 75,000 Hong Kong dollars.

SECTION 2. Rights Otherwise Unaffected. This Waiver is limited to the matters expressly set forth herein, and shall not affect any other rights or remedies of the Lenders under the Loan Agreement, and all terms of the Loan Agreement shall remain in full force and effect.

SECTION 3. Governing Law. This Waiver shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 4. Counterparts; Effectiveness. This Waiver may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures hereto and thereto were on the same instrument. This Waiver shall become effective as of the date set forth above when the Agent shall have received duly executed counterparts hereof signed by the Borrower and the Relevant Consent Lenders (or, in the case of any party as to which an executed counterpart shall not have been received, the Agent shall have received telegraphic, telex or other written confirmation from such party of execution of a counterpart hereof by such party).

IN WITNESS WHEREOF, the undersigned have executed
this Waiver as of the date first above written.

(b)(4) _____ [Redacted]

By _____
Title: Vice President

(b)(4) _____ [Redacted]

By _____
Title: Vice President

(b)(4) _____ [Redacted]

By _____
Title: Vice President

RECOLL MANAGEMENT CORPORATION,
as Attorney-In-Fact for the
Federal Deposit Insurance
Corporation, as Receiver for
the New Bank of New England,
N.A.

[Redacted] (b)(6)
By _____
Title: Vice President

(b)(4) _____ [Redacted]

By _____
Title: Vice President

BAIN & COMPANY, INC.

By _____
Title: Vice President

DAVIS POLK & WARDWELL
450 LEXINGTON AVENUE
NEW YORK, N. Y. 10017
212-450-4000

October 19, 1992

Memorandum to: Bain Lenders

Re: Offer by Bain & Company, Inc.
("Bain") to Prepay Restructured
Debt at a Discount

Obligor Name Bain ECO
Obligor # 0553264306
Obligation # _____
Section/ Tab B-4
Officer/ Ext ERICKSON
30711

I enclose documents relating to the proposed offer by Bain to prepay at a discount the Loans and Tranche D Obligations outstanding under the Loan Agreement dated June 10, 1991 (the "Loan Agreement"). These documents consist of the following:

- Three copies of Amendment No. 6 to the Loan Agreement. Attached to this Amendment are Exhibit AA, which is a summary of the terms of the proposed offer, and Exhibit B, which is an amendment to the Original Director Guarantees, the execution of which by all Original Directors is a condition to the effectiveness of Amendment No. 6 and the closing of the proposed offer.
- Financial projections prepared by Bain to illustrate the effects of the proposed offer.

As set forth in the Summary of Terms attached to Amendment No. 6, Bain has proposed to apply up to million in cash to prepay Loans and Tranche D obligations at a price of up to \$.30 per dollar. Prepayments resulting from the offer would be applied ratably to all Tranches of Loans and Tranche D Obligations held by a tendering Lender, and ratably within each Tranche of Loans to the required

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amortization payments, except that (for reasons having to do with preserving the benefits of the Forbearance Period) amounts which would come due to a Guaranteed Bank accepting the offer during the Forbearance Period would be prepaid first. The provisions relating to Excess Cash Flow would be amended to make it clear that the percentage of revenue included in "Competitive Compensation" would be increased based on the amount of debt extinguished in the offer, rather than the amount of cash paid. The calculation of Excess Cash Flow would not otherwise be affected. In addition, Amendment No. 6 contains provisions relating to voting and other administrative matters.

The unanimous approval of all Lenders is required for effectiveness of Amendment No. 6 and the commencement of the proposed offer. The documentation has been structured to provide that the Amendment would be executed and the offer would conditionally proceed prior to execution of the necessary Guarantee amendments by the Original Directors, so that the approval of the Original Directors may be sought after the potential results of the offer are known. If Original Director approval were not obtained within 30 days after termination of the offer (subject to extension for one additional 30 day period), the offer would lapse.

We have scheduled a meeting to discuss the enclosed documents for 10:00 a.m. on Friday, October 30 at

the offices of Davis Polk & Wardwell, 450 Lexington Avenue, New York, NY 10017 in Room 810 in the eighth floor conference center. The representatives of Bain will make a presentation explaining the enclosed financial projections, following which the Lenders will discuss the proposed offer among themselves. Please call Paul Model at (212) 450-4741 to confirm your attendance at this meeting.

Paul Model

DISTRIBUTION

(b)(4) [Redacted]
[Redacted]

(b)(4) [Redacted]
[Redacted]

Karen Dumas
Brian Shelton ✓
Recoll Management Corporation

(b)(4) [Redacted]
[Redacted]

(b)(4) [Redacted]
[Redacted]

(b)(4) [Redacted]
[Redacted]

Colin Anderson
Bain & Company, Inc.

[Redacted]

DAVIS POLK & WARDWELL
450 LEXINGTON AVENUE
NEW YORK, N. Y. 10017
212-450-4000

Memorandum
for
Bain Lenders

December 17, 1992

Enclosed are three execution copies of Amendment No. 6 to the Bain Loan Agreement, which would permit the proposed offer to prepay debt at a discount to proceed. The Amendment includes as exhibits a term sheet for the offer and the form of the document that the Original Directors will be asked to execute after the results of the offer are known. I have also enclosed copies of the text of the Amendment and the term sheet marked to show all changes made since the group met in New York in October (the Original Director document has not been changed).

Bain has requested that the enclosed Amendment be executed as soon as possible so that the offer may be commenced promptly. I would therefore appreciate receiving executed signature pages by facsimile at (212) 450-5563. Please also execute and return two of the enclosed hard copies to:

Paul Model
Davis Polk & Wardwell
450 Lexington Avenue
New York, New York 10017

BAINCO INC
Key 26
Obligor Name Key 26
Obligor # 053264300
Obligation # 182 PD208
Section/Tab FK
Officer/Ext BW/30919

Please do not hesitate to call me at (212) 450-4741 if you have any questions.

Paul Model

Enclosures

AMENDMENT NO. 6 TO LOAN AGREEMENT

AMENDMENT NO. 6 dated as of October 19, 1992 to the Loan Agreement dated as of June 10, 1991 (as amended from time to time, the "Agreement") among BAIN & COMPANY, INC. (the "Borrower"), the LENDERS listed on the signature pages thereof (the "Lenders") and [REDACTED] as Agent (the "Agent").

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W I T N E S S E T H :

WHEREAS, the parties hereto desire to amend the Agreement to permit the Borrower to make and consummate an offer to the Lenders to prepay at a discount Loans (including interest thereon) and Tranche D Obligations outstanding under the Agreement and to provide for certain related matters;

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. Definitions; References. Unless otherwise specifically defined herein, each term used herein which is defined in the Agreement has the meaning assigned to such term in the 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 Agreement shall from and after the date hereof refer to the Agreement as amended hereby.

SECTION 2. Definitions. (a) Section 1.01 of the Agreement is amended by adding the following new definitions in alphabetical order:

"Current Guaranteed Amount" means at any time, with respect to any Guaranteed Bank, such Guaranteed Bank's Original Guaranteed Amount reduced (but not below zero) by all cash payments of principal and interest (other than any payments made pursuant to the Other Collateral Documents and any payments of interest that accrue after the end of the Forbearance Period) received by such Guaranteed Bank in respect of its Loans (including any cash received in respect of its

Loans pursuant to a Qualifying Offer) prior to the date of determination.

"Offer Prepayment Amount" means the aggregate amount tendered for prepayment at a discount, including principal, interest (including certain interest to become due during the Forbearance Period) and Deferred Interest on Loans, and Tranche D Obligations, by a Lender and accepted by the Borrower in accordance with the terms of a Qualifying Offer.

(b)(4) "Original Guaranteed Amount" means, with respect to any Guaranteed Bank, an amount equal to the product of (i) multiplied by (ii) a fraction, the numerator of which is the principal amount of the Loans held by such Guaranteed Bank on the Effective Date and the denominator of which is the aggregate principal amount of all Loans held by the Guaranteed Banks on the Effective Date.

"Qualifying Offer" means a single offer made by the Borrower to all of the Lenders to prepay Loans (including interest thereon) and Tranche D Obligations at a discount on the terms and conditions set forth herein and summarized in Exhibit AA hereto; provided that any terms set forth herein and not set forth in Exhibit AA, or any terms set forth in Exhibit AA and not set forth herein, shall nonetheless apply to a Qualifying Offer; and provided, further that if any terms set forth herein shall conflict with terms set forth in Exhibit AA, the terms set forth herein shall govern.

(b) The definition of "Competitive Compensation" in Section 1.01 of the Agreement is amending by adding the following new sentence at the end of said definition:

For purposes of this definition, if any principal of any Loan is prepaid at a discount pursuant to a Qualifying Offer, the full amount of such principal so prepaid (not merely the discounted price thereof) shall be deemed to have been repaid.

(c) The definition of "Forbearance Period" in Section 1.01 of the Agreement is amended by adding the following new sentence at the end of said definition; provided that such amendment shall not become effective until all of the Original Directors shall have consented in writing thereto:

If a Guaranteed Bank receives cash in a Qualifying Offer in excess of its Current Guaranteed Amount,

such excess cash shall be excluded in calculating whether the Guaranteed Banks have received in respect of interest and principal on their Loans for purposes of this definition.

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SECTION 3. Exhibit AA. The Agreement is amended by adding Exhibit AA in the form of Exhibit AA to this Amendment.

SECTION 4. Amendment of Section 3.06. Section 3.06 of the Agreement is amended to read as follows:

SECTION 3.06. Application of Excess Cash Flow Payments and Prepayments. (a) Each Excess Cash Flow Payment made pursuant to Section 3.05 and each optional prepayment made pursuant to Section 3.04(f) (excluding prepayments applied to amounts tendered by any Lender pursuant to a Qualifying Offer) shall be applied as follows:

(i) First, to prepay the outstanding principal amount of the Loans, ratably in proportion to the outstanding principal amount of each Tranche of Loans and ratably within each Tranche of Loans in proportion to the outstanding Loans of the several Lenders included in such Tranche of Loans; and

(ii) Second, to pay the Tranche D Obligations ratably in proportion to the outstanding Tranche D Obligations of each Lender.

(b) Any Offer Prepayment Amount applied to prepay amounts tendered by any Lender pursuant to a Qualifying Offer shall be applied as follows:

(i) First, in the case of any Offer Prepayment Amount applied to Loans and Tranche D Obligations of a Guaranteed Bank, to prepay, at the discount bid by such Guaranteed Bank, in forward order of maturity (A) the unpaid principal of and unpaid Deferred Interest on such Guaranteed Bank's Loans scheduled to become due and payable before the end of the Forbearance Period and (B) the unpaid interest (excluding Deferred Interest but including interest thereon) on its Loans which the Agent estimates (assuming no change in the applicable interest rates after the date of such prepayment and giving effect to the prepayments of Deferred Interest and principal provided for in this

subsection (b) when they occur) will accrue before the end of the Forbearance Period; provided that the portion of the Offer Prepayment Amount applied pursuant to this clause (i) shall not exceed the amount of cash received by such Guaranteed Bank in the Qualifying Offer;

(ii) Second, in the case of the remainder of any Offer Prepayment Amount applied to Loans and Tranche D Obligations of a Guaranteed Bank and the full Offer Prepayment Amount applied to Loans and Tranche D Obligations of BONE or the Landlord, to prepay, at the discount bid by such Lender, the remaining outstanding principal amounts of such Lender's Loans and Tranche D Obligations, ratably in proportion to the remaining outstanding principal amounts thereof.

If any amounts to be prepaid pursuant to clause (i) of this subsection (b) are due on the same day and are not prepaid in full, such amounts shall be prepaid ratably. If any interest estimated pursuant to said clause (i) exceeds the amount actually becoming due and payable before the end of the Forbearance Period, the excess will be credited towards payment of the first interest due and payable to the relevant Lender thereafter; conversely, if such estimated interest falls short of the amount actually becoming due and payable before the end of the Forbearance Period, the Borrower will pay the shortfall when due. Interest estimated pursuant to clause (i) of this subsection (b) shall be calculated as of the later of the effectiveness of Amendment No. 6 to this Agreement and the termination of a Qualifying Offer and shall reflect to within \$1,000 the reduction in principal and Deferred Interest outstanding to the relevant Guaranteed Bank as a result of the consummation of a Qualifying Offer.

(c) Whenever any Excess Cash Flow Payment, optional prepayment or Offer Prepayment Amount is applied to prepay principal of the Loans pursuant to clause (a)(i) or (b)(ii) above, the Borrower shall prepay all interest (other than Deferred Interest) accrued on the principal so prepaid.

SECTION 5. Amendments of Section 3.04. (a) Section 3.04(b) of the Agreement is amended to read in its entirety as follows; provided that such amendment shall not become effective until all of the Original Directors shall have consented in writing thereto:

(b) The Borrower shall prepay, and there shall become due and payable, on each date set forth on Schedule II, the aggregate principal amounts (if any) of the Tranche A Loans, the Tranche B Loans and the Tranche C Loan set forth opposite such date on Schedule II. Until an aggregate of [redacted] of prepayments of the Tranche A Loans has been made (including without limitation through payments under the Original Director Guarantees) as required by this subsection (b), all such prepayments of the Tranche A Loans shall be applied to prepay the Tranche A Loans of the Guaranteed Banks ratably in proportion to the outstanding principal amounts of their Tranche A Loans; provided that if any Tranche A Loan held by a Guaranteed Bank is prepaid pursuant to a Qualifying Offer the amount of (b)(4)

(b)(4) [redacted] set forth in this sentence shall be reduced by the amount of cash received by such Guaranteed Bank in such Qualifying Offer which does not exceed such Guaranteed Bank's ratable share of such amount of

(b)(4) [redacted] based upon the principal amounts of Tranche A Loans held by the several Guaranteed Banks on the Effective Date. Except as provided in the preceding sentence, all prepayments of any Tranche of Loans made pursuant to this subsection (b) shall be applied to prepay the outstanding Loans included in such Tranche of Loans for which such prepayment is due, ratably in proportion to the outstanding principal amount of the Loans of the several Lenders included in such Tranche.

(b) Section 3.04(c) of the Agreement is amended to read as follows:

(c) Whenever any Excess Cash Flow Payment, optional prepayment or Offer Prepayment Amount is applied to prepay the principal of a Tranche of Loans pursuant to Section 3.06(a)(i) or 3.06(b)(ii), the subsequent yearly prepayments of such Tranche of Loans required by subsection (b) of this Section shall be reduced, pro rata in proportion to the amounts of such subsequent yearly repayments, by an aggregate amount equal to the aggregate principal amount of such Tranche so prepaid.

SECTION 6. Amendment of Section 3.08(a). Section 3.08(a) of the Agreement is amended by adding a new sentence immediately after the second sentence thereof, to read as follows:

With respect to any payment received by the Agent for the account of the Guaranteed Banks pursuant to the Original Director Guarantees, the Guaranteed Banks' shares of such payment shall be

determined ratably to their respective Current Guaranteed Amounts, determined as of the date such payment is received.

SECTION 7. Amendment of Section 5.01. Section 5.01 of the Agreement is amended by deleting the word "and" from the end of subsection 5.01(i), renumbering subsection 5.01(k) to be subsection 5.01(l) and inserting a new subsection 5.01(k) to read as follows:

(k) Within fifteen days after the consummation of a Qualifying Offer, (i) a statement setting forth in reasonable detail the amount of cash received by each Lender in such Qualifying Offer and the application of Offer Prepayment Amounts to principal, interest, Deferred Interest and Tranche D Obligations outstanding to each such Lender, (ii) a statement in the form of Schedule I showing the Loans and Tranche D Obligations outstanding to all of the Lenders after giving effect to the Qualifying Offer and (iii) a statement in the form of Schedule II showing the mandatory prepayments required to be made on the Loans after giving effect to the Qualifying Offer.

SECTION 8. Amendment of Sections 6.05(d), 6.05(f) and 9.05(b)(v). Sections 6.05(d), 6.05(f) and 9.05(b)(v) of the Agreement are amended by inserting, following each reference to the Guaranteed Banks in Section 6.05(d), the reference to the Guaranteed Banks in the last paragraph of Section 6.05(f) and the last reference to the Guaranteed Banks at the end of clause (v) of Section 9.05(b), the following:

(excluding any Guaranteed Bank, if its Current Guaranteed Amount has been reduced to zero).

SECTION 9. Waiver. The Lenders hereby waive the application of Section 9.04 of the Agreement to any payment made to any Lender in accordance with a Qualifying Offer and any Default which may occur solely as a result of a Qualifying Offer.

SECTION 10. Consent to Amendment of Original Director Guarantees and Guarantor's Security Agreements. Each of the undersigned Lenders consents to the amendment of the Original Director Guarantees and the Guarantor's Security Agreements substantially as set forth in Exhibit B to this Amendment.

SECTION 11. Possible Future Amendment of Voting Provisions. If the prepayment of Loans and Tranche D Obligations of one or more Lenders pursuant to a Qualifying

Offer increases the percentage of the outstanding Loans and Tranche D Obligations held by some other Lender to such an extent that a single Lender, acting alone, will be able to take actions or prevent actions from being taken under the Agreement which a single Lender, acting alone, could not otherwise have taken or prevented, the parties hereto agree to negotiate in good faith an appropriate adjustment of the percentages set forth in the definitions of "Required Consent Lenders" and "Required Default Lenders" so that such prepayment will not enable a single Lender, acting alone, to take such actions or prevent such actions from being taken.

SECTION 12. Rights Otherwise Unaffected. This Amendment is limited to the matters expressly set forth herein, and shall not affect any other rights or remedies of the Lenders under the Agreement, and (except as expressly provided herein) all terms of the Agreement shall remain in full force and effect.

SECTION 13. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 14. Counterparts; Effectiveness. 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 when the Agent shall have received (i) duly executed counterparts hereof signed by the Borrower and each Lender (or, in the case of any party as to which an executed counterpart shall not have been received, the Agent shall have received telegraphic, telex or other written confirmation from such party of execution of a counterpart hereof by such party) and (ii) duly executed counterparts of amendments of the Original Director Guarantees and Original Director Security Agreements signed by the Collateral Agent and each Original Director, substantially in the form of Exhibit B to this Amendment or any other form approved by all the Guaranteed Banks (excluding any Guaranteed Bank, if such Guaranteed Bank's Current Guaranteed Amount would be reduced to zero upon closing of a Qualifying Offer which has been accepted by the Borrower subject to compliance with this clause (ii)).

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first above written.

BAIN & COMPANY, INC.

By _____
Title:

(b)(4)

By _____
Title:

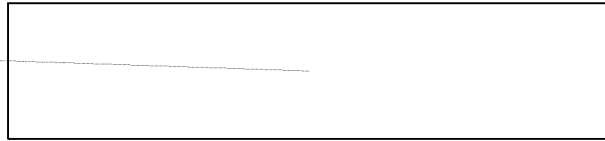
(b)(4)

By _____
Title:

RECOLL MANAGEMENT CORPORATION,
as Attorney-in-Fact for the
Federal Deposit Insurance
Corporation, as Receiver for
New Bank of New England, N.A.

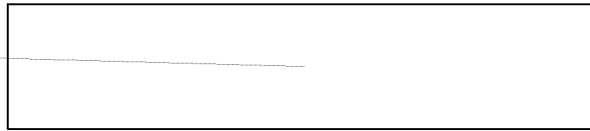
By _____
Title:

(b)(4)

A rectangular box with a black border, used for redacting a signature. A horizontal line is drawn across the middle of the box.

By _____
Title:

(b)(4)

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By _____
Title:

EXHIBIT AA

BAIN & COMPANY, INC.
QUALIFYING OFFER (THE "OFFER")
TO PREPAY LOANS AND TRANCHE D
OBLIGATIONS AT A DISCOUNT

SUMMARY OF TERMS

Capitalized terms used herein
and not otherwise defined
have the meanings set forth
in the Loan Agreement
referred to below.

OFFEROR:	Bain & Company Inc. (the "Borrower")
OBLIGATIONS SUBJECT TO OFFER:	All Loans, including principal, Deferred Interest and certain interest to become due during the Forbearance Period, and Tranche D Obligations outstanding to the Lenders under the Loan Agreement dated as of June 10, 1991, as amended (the "Loan Agreement"). Such Loans, Tranche D Obligations and interest are herein called the "Subject Obligations".
AMOUNT TENDERED:	Each tender for prepayment shall specify whether the Lender is tendering all of its Subject Obligations or a specified aggregate amount thereof. All tenders shall consist of proportionate amounts of all Tranches of Loans and Tranche D Obligations held by the tendering Lender. The aggregate amount tendered by a Lender and accepted by the Borrower shall be applied to

prepay such Lender's Subject Obligations in the proportions and order specified under "Application of Prepayments" below.

PRICE:

The Subject Obligations tendered by any Lender for prepayment in the Offer shall be tendered and prepaid at a single price expressed as a percentage of the aggregate amount tendered. Tenders shall be priced in increments of whole percentage points. Multiple tenders at differing prices shall not be permitted. The Borrower will not disclose the identity of any tendering institution or the price or amount of any tender to any other tendering institution.

MAXIMUM PRICE:

The price at which amounts tendered for prepayment are prepaid shall not exceed 30% of the amount prepaid. The aggregate amount of cash applied by the Borrower to prepayments in the Offer shall not exceed (b)(4)

ACCEPTANCE; PRORATION:

Lowest priced tenders shall be accepted first. If necessary, tenders made at the same price shall be accepted pro rata to the aggregate amounts tendered at that price. Tenders by the Lenders shall be irrevocable once made.

APPLICATION OF PREPAYMENTS:

The aggregate amount tendered for prepayment by any Lender and accepted by the Borrower shall be applied:

first, in the case of any amount accepted from any Guaranteed Bank, to prepay, at the discount bid by such Guaranteed Bank, in forward order of maturity (i) the principal and Deferred

Interest which would be due and payable to such Lender before the end of the Forbearance Period and (ii) interest (excluding Deferred Interest but including interest thereon) which the Agent estimates will (giving effect to the prepayments of principal and Deferred Interest provided for in this "Application of Payments" section when they occur) accrue on the Loans of such Lender before the end of the Forbearance Period; provided that the amount so applied shall not exceed the amount of cash received by such Lender in the Offer; and

second, in the case of the remainder of any amount accepted from any Guaranteed Bank and the full amount accepted from BONE or the Landlord, to reduce, at the discount bid by such Lender, the principal of the Tranche A, B and C Loans and Tranche D Obligations of such Lender, ratably to the remaining principal amounts of such Loans and Obligations held by such Lender and ratably within each Tranche of Loans to the amounts of required prepayments thereof.

DURATION:

The Offer shall remain open for at least five days from the date first made to the Lenders. The Offer shall be made by written notice given to the Lenders by the Borrower, which notice shall state the date and time at which the Offer shall terminate.

TERMINATION BY
BORROWER:

The Borrower may, at its option, terminate the Offer and reject all tenders; provided that the Borrower may not so terminate the Offer if qualifying tenders are made at prices and in aggregate amounts sufficient to fully utilize the [REDACTED] maximum consideration to be paid by the Borrower.

(b)(4)

PAYMENT:

Payment of the price for amounts accepted for prepayment pursuant to the Offer shall be made in immediately available funds; within two business days after the later of (i) the date on which the Offer terminates or (ii) the date on which the Agent shall have received amendments of the Original Director Guarantees and Guarantor's Security Agreements, signed by each of the Original Directors, substantially in the form attached as Exhibit B to Amendment No. 6 to the Loan Agreement or any other form approved by all the Guaranteed Banks (excluding any Guaranteed Bank if the entire guaranteed portion of such Guaranteed Bank's Loans would be prepaid upon closing of the Offer); provided that, if the condition specified in clause (ii) is not satisfied within 30 days after the Offer terminates, the obligations of the parties under the Offer shall expire and the Offer shall not be consummated. The foregoing 30 day period may be extended for no more than an additional 30 days if the Borrower and each Lender whose tender for prepayment has been accepted by the Borrower

consent in writing to such extension.

AMENDMENT NO. 1
TO
ORIGINAL DIRECTOR GUARANTEE
AND SUBORDINATION AGREEMENT AND
GUARANTOR'S SECURITY AGREEMENT

Amendment No. 1 dated as of _____ among the
undersigned individual (the "Guarantor") [redacted] (b)(4)

(b)(4) [redacted] as Agent (the "Agent") under the
Loan Agreement dated as of June 10, 1991, as amended (the
"Loan Agreement") among Bain & Company, Inc., the Lenders
listed on the signature pages thereof and [redacted] (b)(4)

(b)(4) [redacted] Agent; and [redacted] (b)(4)

(b)(4) [redacted] as Collateral Agent (the
"Collateral Agent") under the Guarantor's Security Agreement
dated as of June 10, 1991 (the "Security Agreement") between
(b)(4) the Guarantor and [redacted]
as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Guarantor has executed an Original
Director Guarantee and Subordination Agreement dated as of
June 10, 1991 (the "Guarantee") and the Guarantor and the
Collateral Agent are parties to the Security Agreement; and

WHEREAS, the parties wish to amend the Guarantee
and the Security Agreement in connection with an offer to be
made by Bain & Company, Inc. to prepay at a discount certain

of the debt supported by the Guarantee and the Security Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. Definitions. Capitalized terms used herein and not otherwise defined herein have the meanings set forth in the Guarantee, the Security Agreement or the Loan Agreement, as the case may be.

SECTION 2. Amendment of Section 2.01(c) of Guarantee. The definition of "Guarantor's Remaining Liability" in Section 2.01(c) of the Guarantee is amended by adding the following proviso at the end of said definition:

; provided that, if the Guaranteed Obligations of any Guaranteed Bank are prepaid pursuant to a Qualifying Offer, the amount deducted pursuant to clause (ii) of this definition with respect to such prepayment shall be the lesser of (x) the Guarantor's Percentage of the aggregate amount of cash paid to such Guaranteed Bank in such Qualifying Offer or (y) such Guaranteed Bank's pro rata share of the Guarantor's Remaining Liability immediately prior to the consummation of such Qualifying Offer.

SECTION 3. Amendment of Section 1 of the Security Agreement. The definition of "Payment Date Amount" in Section 1 of the Security Agreement is amended by adding the following proviso at the end of said definition:

; provided that, if the Guarantor's Remaining Liability is reduced as a result of a Qualifying Offer, an amount equal to the amount of such reduction shall be applied first to reduce the amount determined pursuant to clause (ii) of this definition

and, if it is reduced to zero, then to reduce the amount determined pursuant to clause (iii) of this definition.

SECTION 4. Amendment of Section 12(b) of Security Agreement. Section 12(b) of the Security Agreement is amended to read as follows:

(b) second, to pay each Guaranteed Bank the amount of its Secured Obligations then payable and, if such monies shall be insufficient to pay such amounts in full, then to pay such monies to the Guaranteed Banks ratably in proportion to their respective Current Guaranteed Amounts;

SECTION 5. Consent to Amendments of Loan Agreement. The undersigned Guarantor consents to (i) the amendment of the definition of "Forbearance Period" contained in Section 2(c) of Amendment No. 6 to the Loan Agreement and (ii) the amendments of Section 3.04 of the Loan Agreement set forth in Section 6 of said Amendment No. 6.

SECTION 6. Rights Otherwise Unaffected. This Amendment is limited to the matters expressly set forth herein, and shall not affect any other rights or remedies of the Guarantor, the Guaranteed Banks, the Agent or the Collateral Agent under the Guarantee or the Security Agreement, and (except as expressly provided herein) all terms of the Guarantee and the Security Agreement shall remain in full force and effect.

SECTION 7. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 8. Counterparts; Effectiveness. This Amendment may be signed in any number of counterparts, 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 set forth above when executed by the Guarantor identified below, the Agent and the Collateral Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first above written.

Name of Guarantor: _____

(b)(4)



By _____
Title:

Marked to show changes

AMENDMENT NO. 6 TO LOAN AGREEMENT

AMENDMENT NO. 6 dated as of October 19, 1992 to the Loan Agreement dated as of June 10, 1991 (as amended from time to time, the "Agreement") among BAIN & COMPANY, INC. (the "Borrower"), the LENDERS listed on the signature pages thereof (the "Lenders") and [redacted]

(b)(4)

(b)(4)

[redacted]

as Agent (the "Agent").

W I T N E S S E T H :

WHEREAS, the parties hereto desire to amend the Agreement to permit the Borrower to make and consummate an offer to the Lenders to prepay at a discount Loans (including interest thereon) and Tranche D Obligations outstanding under the Agreement and to provide for certain related matters;

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. Definitions; References. Unless otherwise specifically defined herein, each term used herein which is defined in the Agreement has the meaning assigned to such term in the 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 Agreement shall from and after the date hereof refer to the Agreement as amended hereby.

SECTION 2. Definitions. (a) Section 1.01 of the Agreement is amended by adding the following new definitions in alphabetical order:

"Current Guaranteed Amount" means at any time, with respect to any Guaranteed Bank, such Guaranteed Bank's Original Guaranteed Amount reduced (but not below zero) by all cash payments of principal and interest (other than any payments made pursuant to the Other Collateral Documents and any payments of interest that accrue after the end of the Forbearance Period) received by such Guaranteed Bank in respect of its Loans (including any cash received in respect of its

Loans pursuant to a Qualifying Offer) prior to the date of determination.

"Offer Prepayment Amount" means the aggregate amount tendered for prepayment at a discount, including principal, interest (including certain interest to become due during the Forbearance Period) and Deferred Interest on Loans, and Tranche D Obligations, by a Lender and accepted by the Borrower in accordance with the terms of a Qualifying Offer.

"Original Guaranteed Amount" means, with respect to any Guaranteed Bank, an amount equal to the product of (i) multiplied by (ii) a fraction, the numerator of which is the principal amount of the Loans held by such Guaranteed Bank on the Effective Date and the denominator of which is the aggregate principal amount of all Loans held by the Guaranteed Banks on the Effective Date.

"Qualifying Offer" means a single offer made by the Borrower to all of the Lenders to prepay Loans (including interest thereon) and Tranche D Obligations at a discount on the terms and conditions set forth herein and summarized in Exhibit AA hereto; provided that any terms set forth herein and not set forth in Exhibit AA, or any terms set forth in Exhibit AA and not set forth herein, shall nonetheless apply to a Qualifying Offer; and provided, further that if any terms set forth herein shall conflict with terms set forth in Exhibit AA, the terms set forth herein shall govern.

(b) The definition of "Competitive Compensation" in Section 1.01 of the Agreement is amended by adding the following new sentence at the end of said definition:

For purposes of this definition, if any principal of any Loan is prepaid at a discount pursuant to a Qualifying Offer, the full amount of such principal so prepaid (not merely the discounted price thereof) shall be deemed to have been repaid.

(c) The definition of "Forbearance Period" in Section 1.01 of the Agreement is amended by adding the following new sentence at the end of said definition; provided that such amendment shall not become effective until all of the Original Directors shall have consented in writing thereto:

If a Guaranteed Bank receives cash in a Qualifying Offer in excess of its Current Guaranteed Amount,

such excess cash shall be excluded in calculating whether the Guaranteed Banks* have received in respect of interest and principal on their Loans for purposes of this definition.

(b)(4)

SECTION 3. Exhibit AA. The Agreement is amended by adding Exhibit AA in the form of Exhibit AA to this Amendment.

SECTION 4. Amendment of Section 3.06. Section 3.06 of the Agreement is amended to read as follows:

SECTION 3.06. Application of Excess Cash Flow Payments and Prepayments. (a) Each Excess Cash Flow Payment made pursuant to Section 3.05 and each optional prepayment made pursuant to Section 3.04(f) (excluding prepayments applied to amounts tendered by any Lender pursuant to a Qualifying Offer) shall be applied as follows:

(i) First, to prepay the outstanding principal amount of the Loans, ratably in proportion to the outstanding principal amount of each Tranche of Loans and ratably within each Tranche of Loans in proportion to the outstanding Loans of the several Lenders included in such Tranche of Loans; and

(ii) Second, to pay the Tranche D Obligations ratably in proportion to the outstanding Tranche D Obligations of each Lender.

(b) Any Offer Prepayment Amount applied to prepay amounts tendered by any Lender pursuant to a Qualifying Offer shall be applied as follows:

(i) First, in the case of any Offer Prepayment Amount applied to Loans and Tranche D Obligations of a Guaranteed Bank, to prepay, at the discount bid by such Guaranteed Bank, in forward order of maturity (A) the unpaid principal of and unpaid Deferred Interest on such Guaranteed Bank's Loans scheduled to become due and payable before the end of the Forbearance Period and (B) the unpaid interest (excluding Deferred Interest but including interest thereon) on its Loans which the Agent estimates (assuming no change in the applicable interest rates after the date of such prepayment and giving effect to the prepayments of Deferred Interest and principal provided for in this

subsection (b) when they occur will accrue before the end of the Forbearance Period; provided that the portion of the Offer Prepayment Amount applied pursuant to this clause (i) shall not exceed the amount of cash received by such Guaranteed Bank in the Qualifying Offer;

(ii) Second, in the case of the remainder of any Offer Prepayment Amount applied to Loans and Tranche D Obligations of a Guaranteed Bank and the full Offer Prepayment Amount applied to Loans and Tranche D Obligations of BONE or the Landlord, to prepay, at the discount bid by such Lender, the remaining outstanding principal amounts of such Lender's Loans and Tranche D Obligations, ratably in proportion to the remaining outstanding principal amounts thereof.

If any amounts to be prepaid pursuant to clause (i) of this subsection (b) are due on the same day and are not prepaid in full, such amounts shall be prepaid ratably. If any interest estimated pursuant to said clause (i) exceeds the amount actually becoming due and payable before the end of the Forbearance Period, the excess will be credited towards payment of the first interest due and payable to the relevant Lender thereafter; conversely, if such estimated interest falls short of the amount actually becoming due and payable before the end of the Forbearance Period, the Borrower will pay the shortfall when due. Interest estimated pursuant to clause (i) of this subsection (b) shall be calculated as of the later of the effectiveness of Amendment No. 6 to this Agreement and the termination of a Qualifying Offer and shall reflect to within \$1,000 the reduction in principal and Deferred Interest outstanding to the relevant Guaranteed Bank as a result of the consummation of a Qualifying Offer.

(c) Whenever any Excess Cash Flow Payment, optional prepayment or Offer Prepayment Amount is applied to prepay principal of the Loans pursuant to clause (a)(i) or (b)(ii) above, the Borrower shall prepay all interest (other than Deferred Interest) accrued on the principal so prepaid.

SECTION 5. Amendments of Section 3.04. (a) Section 3.04(b) of the Agreement is amended to read in its entirety as follows; provided that such amendment shall not become effective until all of the Original Directors shall have consented in writing thereto:

(b) The Borrower shall prepay, and there shall become due and payable, on each date set forth on Schedule II, the aggregate principal amounts (if any) of the Tranche A Loans, the Tranche B Loans and the Tranche C Loan set forth opposite such date on Schedule II. Until an aggregate of [redacted] of prepayments of the Tranche A Loans has been made (including without limitation through payments under the Original Director Guarantees) as required by this subsection (b), all such prepayments of the Tranche A Loans shall be applied to prepay the Tranche A Loans of the Guaranteed Banks ratably in proportion to the outstanding principal amounts of their Tranche A Loans; provided that if any Tranche A Loan held by a Guaranteed Bank is prepaid pursuant to a Qualifying Offer the amount of [redacted] set forth in this sentence shall be reduced by the amount of cash received by such Guaranteed Bank in such Qualifying Offer which does not exceed such Guaranteed Bank's ratable share of such amount of [redacted] based upon the principal amounts of Tranche A Loans held by the several Guaranteed Banks on the Effective Date. Except as provided in the preceding sentence, all prepayments of any Tranche of Loans made pursuant to this subsection (b) shall be applied to prepay the outstanding Loans included in such Tranche of Loans for which such prepayment is due, ratably in proportion to the outstanding principal amount of the Loans of the several Lenders included in such Tranche.

(b)(4)

(b)(4)

(b)(4)

(b) Section 3.04(c) of the Agreement is amended to read as follows:

(c) Whenever any Excess Cash Flow Payment, optional prepayment or Offer Prepayment Amount is applied to prepay the principal of a Tranche of Loans pursuant to Section 3.06(a)(i) or 3.06(b)(ii), the subsequent yearly prepayments of such Tranche of Loans required by subsection (b) of this Section shall be reduced, pro rata in proportion to the amounts of such subsequent yearly repayments, by an aggregate amount equal to the aggregate principal amount of such Tranche so prepaid.

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SECTION 6. Amendment of Section 3.08(a). Section 3.08(a) of the Agreement is amended by adding a new sentence immediately after the second sentence thereof, to read as follows:

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With respect to any payment received by the Agent for the account of the Guaranteed Banks pursuant to the Original Director Guarantees, the Guaranteed Banks' shares of such payment shall be

determined ratably to their respective Current Guaranteed Amounts, determined as of the date such payment is received.

SECTION 7. Amendment of Section 5.01. Section 5.01 of the Agreement is amended by deleting the word "and" from the end of subsection 5.01(i), renumbering subsection 5.01(k) to be subsection 5.01(l) and inserting a new subsection 5.01(k) to read as follows:

(k) Within fifteen days after the consummation of a Qualifying Offer, (i) a statement setting forth in reasonable detail the amount of cash received by each Lender in such Qualifying Offer and the application of Offer Prepayment Amounts to principal, interest, Deferred Interest and Tranche D Obligations outstanding to each such Lender, (ii) a statement in the form of Schedule I showing the Loans and Tranche D Obligations outstanding to all of the Lenders after giving effect to the Qualifying Offer and (iii) a statement in the form of Schedule II showing the mandatory prepayments required to be made on the Loans after giving effect to the Qualifying Offer.

SECTION 8. Amendment of Sections 6.05(d), 6.05(f) and 9.05(b)(v). Sections 6.05(d), 6.05(f) and 9.05(b)(v) of the Agreement are amended by inserting, following each reference to the Guaranteed Banks in Section 6.05(d), the reference to the Guaranteed Banks in the last paragraph of Section 6.05(f) and the last reference to the Guaranteed Banks at the end of clause (v) of Section 9.05(b), the following:

(excluding any Guaranteed Bank, if its Current Guaranteed Amount has been reduced to zero).

SECTION 9. Waiver. The Lenders hereby waive the application of Section 9.04 of the Agreement to any payment made to any Lender in accordance with a Qualifying Offer and any Default which may occur solely as a result of a Qualifying Offer.

SECTION 10. Consent to Amendment of Original Director Guarantees and Guarantor's Security Agreements. Each of the undersigned Lenders consents to the amendment of the Original Director Guarantees and the Guarantor's Security Agreements substantially as set forth in Exhibit B to this Amendment.

SECTION 11. Possible Future Amendment of Voting Provisions. If the prepayment of Loans and Tranche D Obligations of one or more Lenders pursuant to a Qualifying

Offer increases the percentage of the outstanding Loans and Tranche D Obligations held by some other Lender to such an extent that a single Lender, acting alone, will be able to take actions or prevent actions from being taken under the Agreement which a single Lender, acting alone, could not otherwise have taken or prevented, the parties hereto agree to negotiate in good faith an appropriate adjustment of the percentages set forth in the definitions of "Required Consent Lenders" and "Required Default Lenders" so that such prepayment will not enable a single Lender, acting alone, to take such actions or prevent such actions from being taken.

SECTION 12. Rights Otherwise Unaffected. This Amendment is limited to the matters expressly set forth herein, and shall not affect any other rights or remedies of the Lenders under the Agreement, and (except as expressly provided herein) all terms of the Agreement shall remain in full force and effect.

SECTION 13. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 14. Counterparts; Effectiveness. 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 when the Agent shall have received (i) duly executed counterparts hereof signed by the Borrower and each Lender (or, in the case of any party as to which an executed counterpart shall not have been received, the Agent shall have received telegraphic, telex or other written confirmation from such party of execution of a counterpart hereof by such party) and (ii) duly executed counterparts of amendments of the Original Director Guarantees and Original Director Security Agreements signed by the Collateral Agent and each Original Director, substantially in the form of Exhibit B to this Amendment or any other form approved by all the Guaranteed Banks (excluding any Guaranteed Bank, if such Guaranteed Bank's Current Guaranteed Amount would be reduced to zero upon closing of a Qualifying Offer which has been accepted by the Borrower subject to compliance with this clause (ii)).

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first above written.

BAIN & COMPANY, INC.

By _____

Title:

(b)(4)

[Redacted signature box]

By _____
Title:

(b)(4)

[Redacted signature box]

By _____
Title:

RECOLL MANAGEMENT CORPORATION,
as Attorney-in-Fact for the
Federal Deposit Insurance
Corporation, as Receiver for
New Bank of New England, N.A.

By _____
Title:

(b)(4)

[Redacted signature box]

By _____
Title:

(b)(4)

[Redacted signature box]

By _____
Title: