

SECOND QUARTER 1995

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM 10-Q

Quarterly Report Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934
for the Quarterly Period Ended June 30, 1995

Commission File Number 1-9608

NEWELL CO.

(Exact name of registrant as specified in its charter)

DELAWARE
(State or other jurisdiction of
incorporation or organization)

36-3514169
(I.R.S. Employer
Identification No.)

Newell Center
29 East Stephenson Street
Freeport, Illinois 61032-0943
(Address of principal executive offices)
(Zip Code)

(815)235-4171
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months, and (2) has been subject to such filing requirements for the past 90 days.

Yes No

Number of shares of Common Stock outstanding
as of July 24, 1995: 158,199,352

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PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

NEWELL CO. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF INCOME

Three Months Ended Six Months Ended
June 30, June 30,

	----- 1995	1994 -----	----- 1995	1994 -----
(In thousands, except per share data)				
Net sales	\$ 621,331	\$ 493,505	\$1,177,910	\$ 936,991
Cost of products sold	431,881	333,589	821,645	642,275
	-----	-----	-----	-----
GROSS INCOME	189,450	159,916	356,265	294,716
Selling, general and administrative expenses	88,371	74,729	181,791	151,772
	-----	-----	-----	-----
OPERATING INCOME	101,079	85,187	174,474	142,944
Nonoperating expenses (income):				
Interest expense	12,387	6,325	24,225	11,786
Other	(2,851)	2,222	(1,459)	2,012
	-----	-----	-----	-----
Net nonoperating expenses (income)	9,536	8,547	22,766	13,798
	-----	-----	-----	-----
INCOME BEFORE INCOME TAXES	91,543	76,640	151,708	129,146
Income taxes	36,617	32,657	60,683	53,659
	-----	-----	-----	-----
NET INCOME	\$ 54,926	\$ 43,983	\$ 91,025	\$ 75,487
	=====	=====	=====	=====
Earnings per share	\$ 0.35	\$ 0.28	\$ 0.58	\$ 0.48
	=====	=====	=====	=====
Dividends per share	\$ 0.12	\$ 0.10	\$ 0.22	\$ 0.19
	=====	=====	=====	=====
Weighted average shares	158,020	157,785	157,962	157,733
	=====	=====	=====	=====

See notes to consolidated financial statements.

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NEWELL CO. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS

	June 30, 1995	December 31, 1994
	-----	-----
Unaudited (In thousands)		
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 12,982	\$ 14,892
Accounts receivable, net	405,538	335,806
Inventories	491,426	420,654
Deferred income taxes	78,144	90,063
Prepaid expenses and other	45,110	56,256
	-----	-----
TOTAL CURRENT ASSETS	1,033,200	917,671
MARKETABLE EQUITY SECURITIES	46,692	64,740
OTHER LONG-TERM INVESTMENTS	186,849	183,372
OTHER ASSETS	152,127	182,906

PROPERTY, PLANT AND EQUIPMENT, NET	479,239	454,597
GOODWILL	682,308	684,990
	-----	-----
TOTAL ASSETS	\$2,580,415	\$2,488,276
	=====	=====

See notes to consolidated financial statements.

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NEWELL CO. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS (CONT.)

	June 30, 1995	December 31, 1994
	-----	-----
	Unaudited	
	(In thousands)	
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES		
Notes payable	\$ 102,797	\$ 209,720
Accounts payable	107,024	112,269
Accrued compensation	39,993	48,461
Other accrued liabilities	270,269	305,878
Income taxes	40,554	8,271
Current portion of long-term debt	59,728	99,425
	-----	-----
TOTAL CURRENT LIABILITIES	620,365	784,024
LONG-TERM DEBT	604,489	408,986
OTHER NONCURRENT LIABILITIES	149,813	152,697
DEFERRED INCOME TAXES	18,198	17,243
STOCKHOLDERS' EQUITY		
Par value of common stock issued:		
1995 - 158,199,352 shares	158,199	157,844
1994 - 157,843,590 shares		
Additional paid-in capital	181,582	175,352
Retained earnings	845,142	788,862
Net unrealized gain on securities available for sale	11,942	9,868
Cumulative translation adjustment	(9,143)	(6,466)
Treasury stock (at cost):	(172)	(134)
1995 - 7,998 shares		
1994 - 6,567 shares	=====	=====
TOTAL STOCKHOLDERS' EQUITY	1,187,550	1,125,326
	-----	-----
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$2,580,415	\$2,488,276
	=====	=====

See notes to consolidated financial statements.

NEWELL CO. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS

	For the Six Months Ended June 30,	
	----- 1995	----- 1994
	----- Unaudited (In thousands) -----	
OPERATING ACTIVITIES:		
Net Income	\$ 91,025	\$ 75,487
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:		
Depreciation and amortization	48,710	41,503
Deferred income taxes	(14,991)	(11,812)
Net gain on marketable equity securities	(15,819)	(373)
Write-off of investments	16,000	-
Other	(3,567)	(1,365)
Changes in current accounts, excluding the effects of acquisitions:		
Accounts receivable	(65,698)	(33,656)
Inventories	(49,958)	(23,520)
Other current assets, accounts payable accrued liabilities and other	18,749	(19,607)
Net Cash Provided by Operating Activities	----- 24,451	----- 26,657
INVESTING ACTIVITIES:		
Acquisitions	(41,742)	-
Expenditures for property, plant and equipment	(41,309)	(26,489)
Sale of marketable equity securities	37,324	1,053
Disposal of noncurrent assets and other	3,380	3,627
Net Cash Used in Investing Activities	----- (42,347)	----- (21,809)
FINANCING ACTIVITIES:		
Proceeds from issuance of debt	62,580	139,600
Proceeds from exercised stock options and other	3,429	2,166
Payments on notes payable and long-term debt	(15,278)	(118,267)
Cash dividends	(34,745)	(29,968)
Net Cash Provided by (Used in) Financing Activities	----- 15,986	----- (6,469)
Decrease in Cash and Cash Equivalents	(1,910)	(1,621)
Cash and cash equivalents at beginning of year	----- 14,892	----- 2,866
Cash and Cash Equivalents at End of Period	----- \$ 12,982	----- \$ 1,245

See notes to consolidated financial statements.

NEWELL CO. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 1 - The condensed financial statements included herein have been prepared by the Company, without audit, pursuant to the rules and regulations of the Securities and Exchange Commission, and reflect all adjustments necessary to present a fair statement of the results for the periods reported, subject to normal recurring year-end audit adjustments, none of which is material. Certain information and footnote disclosures normally included in financial statements prepared in accordance with generally accepted accounting

principles have been condensed or omitted pursuant to such rules and regulations, although the Company believes that the disclosures are adequate to make the information presented not misleading. It is suggested that these condensed financial statements be read in conjunction with the financial statements and the notes thereto included in the Company's latest Annual Report on Form 10-K.

Note 2 - On August 29, 1994, the Company acquired Home Fashions, Inc. ("HFI"), a manufacturer and marketer of decorative window coverings, including vertical blinds and pleated shades. The purchase price was \$130.4 million in a cash. HFI was combined with Levolor and together they are operated as a single entity called Levolor Home Fashions. On October 18, 1994, the Company acquired Faber-Castell Corporation, which is a leading maker and marketer of markers and writing instruments, including wood-cased pencils and rolling ball pens, whose products are marketed under the Eberhard Faber brand name ("Eberhard Faber"). The purchase price was \$137.3 million in cash. Eberhard Faber was combined with Sanford and together they are operated as a single entity called Sanford. On November 30, 1994, the Company acquired the European consumer products business of Corning Incorporated ("Newell Europe"). This acquisition included Corning's consumer products manufacturing facilities in England, France and Germany, the European trademark rights and product lines for Pyrex, Pyroflam and Visions brands in Europe, the Middle East and Africa, and Corning's consumer distribution network throughout these areas (Pyrex and Visions are registered trademarks of Corning Incorporated). Additionally, the Company became the distributor in Europe, the Middle East and Africa for Corning's U.S.-manufactured cookware and dinnerware brands. The purchase price was \$87.7 million in cash. These transactions were accounted for as purchases; therefore, the results of operations for HFI, Eberhard Faber and Newell Europe are included in the accompanying consolidated financial statements since their respective dates of acquisition. The cost of the 1994 acquisitions was allocated on a preliminary basis to the fair market value of assets acquired and liabilities assumed and resulted in goodwill of approximately \$159.2 million.

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The unaudited consolidated results of operations for the six months ended June 30, 1995 and 1994 on a pro forma basis, as though HFI, Eberhard Faber and Newell Europe each had been acquired on January 1, 1994 are as follows:

	1995 -----	1994 -----
(In millions, except per share data)		
Net sales	\$1,211.3	\$1,203.3
Net income	89.4	73.0
Earnings per share	0.57	0.46

Note 3 - Cash paid during the first six months for income taxes and interest was as follows:

	Six Months Ended June 30,	
	1995 -----	1994 -----
(In millions)		
Income taxes	\$ 37.0	\$ 53.4
Interest	25.5	13.9

Note 4- The components of inventories at the end of each period, net of the LIFO reserve, were as follows:

	June 30, 1995	December 31, 1994
	-----	-----
	(In millions)	
Materials and supplies	\$118.4	\$ 81.7
Work in process	77.2	98.9
Finished products	295.8	240.1
	-----	-----
	\$491.4	\$420.7
	=====	=====

Note 5 - Long-term marketable equity securities at the end of each period are summarized as follows:

	June 30, 1995	December 31, 1994
	-----	-----
	(In millions)	
Aggregate market value	\$ 46.7	\$ 64.7
Aggregate cost	26.8	48.3
	-----	-----
Unrealized gain, net	\$ 19.9	\$ 16.4
	=====	=====

During the six months ended June 30, 1995, the Company obtained proceeds of \$37.3 million from the sale of long-

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term marketable equity securities and recorded a gain of \$15.8 million on the sale.

Note 6 - Property, plant and equipment at the end of each period consisted of the following:

	June 30, 1995	December 31, 1994
	-----	-----
	(In millions)	
Land	\$ 12.4	\$ 9.6
Buildings and improvements	168.6	164.8
Machinery and equipment	541.5	515.8
	-----	-----
Allowance for depreciation	722.5 (243.3)	690.2 (235.6)
	-----	-----
	\$ 479.2	\$ 454.6
	=====	=====

Note 7 - Notes Payable at the end of each period consisted of the following:

	June 30, 1995	December 31, 1994
	-----	-----
	(In millions)	
Commercial paper (short-term)	\$ -	\$ 117.1
Other notes payable	102.8	92.6
	\$ 102.8	\$ 209.7
	=====	=====

Note 8 - Long-term debt at the end of each period consisted of the following:

	June 30, 1995	December 31, 1994
	-----	-----
	(In millions)	
Medium-term notes	\$ 198.0	\$ 186.0
Commercial paper	445.0	300.0
Other long-term debt	21.2	22.4
	664.2	508.4
Current portion	(59.7)	(99.4)
	\$ 604.5	\$ 409.0

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Commercial paper is classified as long-term since it is supported by the revolving credit agreement discussed in the liquidity and capital resources section on page 14.

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PART I. Item 2.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF
RESULTS OF OPERATIONS AND FINANCIAL CONDITION

Results of Operations

The following table sets forth for the periods indicated the items from the Consolidated Statements of Income as a percentage of net sales.

	Three Months Ended June 30,		Six Months Ended June 30,	
	1995	1994	1995	1994
Net sales	100.0%	100.0%	100.0%	100.0%
Cost of products sold	69.5	67.6	69.8	68.5
GROSS INCOME	30.5	32.4	30.2	31.5
Selling, general and administrative expenses	14.2	15.1	15.4	16.2
OPERATING INCOME	16.3	17.3	14.8	15.3
Nonoperating expenses (income):				
Interest expense	2.0	1.3	2.0	1.3
Other	(0.4)	0.5	(0.1)	0.2
Net nonoperating expenses (income)	1.6	1.8	1.9	1.5
INCOME BEFORE INCOME TAXES	14.7	15.5	12.9	13.8
Income taxes	5.9	6.6	5.2	5.7
NET INCOME	8.8%	8.9%	7.7%	8.1%

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Three Months Ended June 30, 1995 vs. Three Months Ended June 30, 1994

Net sales for the second quarter of 1995 were \$621.3 million, representing an increase of \$127.8 million or 25.9% from \$493.5 million in the comparable quarter of 1994. Net sales for each of the Company's product groups were as follows, in millions:

1995	1994	\$ Change	% Change
------	------	-----------	----------

Housewares	\$192.3	\$156.0	\$ 36.3	23.3%
Home Furnishings	168.9	142.1	26.8	18.9%
Office Products	165.7	98.9	66.8	67.5%
Hardware	94.4	96.5	(2.1)	(2.2)%
	-----	-----	-----	
	\$621.3	\$493.5	\$127.8	25.9%
	=====	=====	=====	

The overall increase in net sales was primarily attributable to sales growth of 2% from businesses owned more than two years, including immaterial acquisitions in 1995 of related businesses (core businesses), and the 1994 acquisitions of HFI, Eberhard Faber and Newell Europe. The increase in Housewares sales was due primarily to the Newell Europe acquisition; the increase in Home Furnishings was due primarily to the HFI acquisition; the increase in Office Products was due to the Eberhard Faber acquisition and 10% sales growth from core businesses; and the decrease in Hardware was due to sluggish retail sales in the home center channel of trade. The 2% overall sales growth from core businesses was lower than expected due to a sluggish retail environment.

Gross income as a percent of net sales in the second quarter of 1995 decreased to 30.5% from 32.4% in the comparable quarter of 1994. The decrease was due primarily to low gross margins from the businesses acquired in 1994.

Selling, general and administrative expenses ("SG&A") as a percent of net sales in the second quarter of 1995 were 14.2% versus 15.1% in the comparable quarter of 1994. The decrease was due primarily to a reduction in SG&A at Goody and Lee/Rowan, a low level of SG&A at Eberhard Faber and no increases in spending by the core businesses as the result of cost controls.

Operating income in the second quarter of 1995 was 16.3% of net sales or \$101.1 million versus \$85.2 million in the comparable quarter of 1994. The increase was primarily attributable to contributions from the 1993 and 1994 acquisitions.

Net nonoperating expenses for 1995 were \$9.5 million in the second quarter of 1995 versus \$8.5 million in the comparable quarter of 1994. The increase was primarily due to a \$13.8 million charge resulting from the write-down in carrying value of a long-term foreign

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investment accounted for under the equity method. During the current quarter, the Company initiated a plan to dispose of the foreign investment and has recorded it at the net realizable value. Also contributing to the increase in nonoperating expenses was additional interest expense of \$6.1 million resulting from the financing of the 1994 acquisitions and a \$1.5 payment received in 1994 from the settlement of a lawsuit. These increases were partially offset by a \$15.8 million gain recognized on the sale of a long-term marketable equity security, and a \$5.0 million charge in 1994 incurred in connection with a plea agreement by a subsidiary of the Company with the U.S. government.

For the second quarter, the effective tax rate was 40.0% in 1995 and 42.6% in 1994. The effective tax rate would have been 40.0% in 1994, without giving effect to the \$5.0 million charge discussed above.

Net income for the second quarter of 1995 was \$54.9 million, representing an increase of \$10.9 million or 24.9% from the comparable quarter of 1994. Earnings per share for the second quarter of 1995 were up 25.0% to \$0.35 versus \$0.28 in the comparable quarter of 1994. The increases in net income and earnings per share were primarily attributable to contributions from the 1994 acquisitions (net of interest expense) and the absence of the \$5.0 million plea agreement in 1995.

Six Months Ended June 30, 1995 vs. Six Months Ended June 30, 1994

Net sales for the first six months of 1995 were \$1,177.9 million, representing an increase of \$240.9 million or 25.7% from \$937.0 million in the comparable period of 1994. Net sales for each of the Company's product groups were as follows, in millions:

	1995	1994	\$ Change	% Change
	-----	-----	-----	-----
Housewares	\$ 368.2	\$301.5	\$ 66.7	22.1%
Home Furnishings	334.8	286.6	48.2	16.8%
Office Products	295.3	168.0	127.3	75.8%
Hardware	179.6	180.9	(1.3)	(0.7)%
	-----	-----	-----	-----
	\$1,177.9	\$937.0	\$240.9	25.7%
	=====	=====	=====	

The overall increase in net sales was primarily attributable to sales growth of 3% from businesses owned more than two years, including immaterial acquisitions in 1995 of related businesses (core businesses), and the 1994 acquisitions of HFI, Eberhard Faber and Newell Europe. The increase in Housewares sales was due primarily to the Newell Europe acquisition; the increase in Home Furnishings was due primarily to the HFI acquisition; the increase in Office Products was due to the Eberhard Faber acquisition and 17% sales growth from core businesses; and the decrease in Hardware was due to sluggish retail sales in the home center channel of trade. The 3% overall sales growth from core businesses was lower than expected due to a sluggish retail environment.

Gross income as a percent of net sales for the first six months of 1995 decreased to 30.2% from 31.5% in the comparable period of 1994. The decrease was due primarily to low gross margins from the businesses acquired in 1994.

Selling, general and administrative expenses as a percent of net sales for the first six months of 1995 were 15.4% versus 16.2% in the comparable period of 1994. The decrease was due primarily to a reduction in SG&A at Goody and Lee/Rowan, a low level of SG&A at Eberhard Faber and no increases in spending by the core businesses as the result of cost controls.

Operating income for the first six months of 1995 was 14.8% of net sales or \$174.5 million versus \$142.9 million in the comparable period of 1994. The increase was attributable to improved profitability at the core businesses and contributions from the 1993 and 1994 acquisitions.

Net nonoperating expenses for 1995 were \$22.8 million for the first six months of 1995 versus \$13.8 million in the comparable period of 1994. The increase was primarily due to \$16.0 million in write-downs of the long-term foreign investment discussed previously on page 10,

and other intangibles. Also contributing to the increase in nonoperating expenses were additional interest expense of \$12.4 million and incremental goodwill amortization of \$2.0 million

resulting from the 1994 acquisitions. These increases were partially offset by a \$2.2 million increase in equity earnings from American Tool Companies, Inc., in which the Company has a 47% ownership interest, as well as the \$15.8 million long-term marketable equity security gain, the \$5.0 million plea agreement and the \$1.5 million lawsuit settlement also discussed on page 10.

For the first six months, the effective tax rate was 40.0% in 1995 and 41.5% in 1994. The effective tax rate would have been 40.0% in 1994, without giving effect to the \$5.0 million charge discussed above.

Net income for the first six months of 1995 was \$91.0 million, representing an increase of \$15.5 million or 20.6% from the comparable period of 1994. Earnings per share for the first six months of 1995 were up 20.8% to \$0.58 versus \$0.48 in the comparable period of 1994. The increases in net income and earnings per share were attributable to improved profitability at the core businesses, contributions from the 1993 and 1994 acquisitions and the absence of the \$5.0 million plea agreement in 1995.

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Liquidity and Capital Resources

The Company's primary sources of liquidity and capital resources include cash provided from operations and use of available borrowing facilities.

Operating activities provided net cash equal to \$24.5 million during the first six months of 1995 versus \$26.7 million in the comparable period of 1994.

The Company has foreign and domestic lines of credit with various banks and a commercial paper program which are available for short-term financing. Under the line of credit arrangements, the Company may borrow up to \$351.9 million (of which \$248.5 million was available at June 30, 1995) based upon such terms as the Company and the respective banks have mutually agreed upon.

The Company has a shelf registration statement covering up to \$500.0 million of debt securities, of which \$147.0 million was available for additional borrowings as of June 30, 1995. Pursuant to the shelf registration, at June 30, 1995 the Company had outstanding \$198.0 million (principal amount) of medium-term notes with maturities ranging from one to ten years at an average rate of interest equal to 6.6%.

In June 1995, the Company entered into a five-year \$550.0 million revolving credit agreement and a \$200.0 million, 364-day revolving credit agreement (and terminated its prior existing revolving credit agreements). Under these agreements, the Company may borrow, repay and reborrow funds in an aggregate amount up to \$750.0 million, at a floating interest rate. At June 30, 1995, there were no borrowings under the revolving credit agreements.

In lieu of borrowings under the revolving credit agreements, the Company may issue up to \$750.0 million of commercial paper. The Company's revolving credit agreements referred to above provide the committed backup liquidity required to issue commercial paper. Accordingly, commercial paper may only be issued up to the amount available under the Company's revolving credit agreements. At June 30, 1995, \$445.0 million (face or principal amount) of commercial paper was outstanding, all of which was supported by the revolving credit agreements. The entire amount is classified as long-term debt under the five-year revolving credit agreement.

The Company's primary uses of liquidity and capital resources include capital expenditures, dividend payments and acquisitions.

Capital expenditures were \$41.3 and \$26.5 million in the first six months of 1995 and 1994, respectively.

The Company has paid regular cash dividends on its common stock since 1947. On May 11, 1995, the quarterly cash dividend was increased to \$0.12 per share from the \$0.10 per share that had been paid since May

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24, 1994. Dividends paid in the first six months of 1995 and 1994 were \$34.7 and \$30.0 million, respectively.

Working capital at June 30, 1995, was \$412.8 million compared to \$133.6 million at December 31, 1994. This change was due primarily to the classification of all commercial paper as long-term in connection with the new five-year revolving credit agreement and a substantial increase in receivables (resulting from the 1994 acquisitions as well as the peak selling season in Office Products) and inventories (resulting from the 1994 acquisitions as well as a sluggish first-half retail environment). The current ratio at June 30, 1995 was 1.67:1 compared to 1.17:1 at December 31, 1994. The total debt to total capitalization was .39:1 at both June 30, 1995 and December 31, 1994.

The Company believes that cash provided from operations and available borrowing facilities will continue to provide adequate support for the cash needs of existing businesses; however, certain events, such as significant acquisitions, could require additional external financing.

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PART II. OTHER INFORMATION

Item 6. Exhibits and Reports on Form 8-K

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- a) Exhibits:
 - 3.1 Restated Certificate of Incorporation of Newell Co., as amended as of May 10, 1995
 - 3.2 By-laws of Newell Co., as amended through February 6, 1995
 - 10.1 364-Day Credit Agreement dated as of June 12, 1995 among the Company, certain of its affiliates, The Chase Manhattan Bank (National Association), as Agent, and the banks whose names appear on the signature pages thereto.
 - 10.2 Five Year Credit Agreement dated as of June 12, 1995 among the Company, certain of its affiliates, The Chase Manhattan Bank (National Association), as Agent, and the banks whose names appear on the signature pages thereto.
 - 27 Financial Data Schedule
 - b) Reports on Form 8-K: None

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934,
the Registrant has duly caused this report to be signed on its behalf
by the undersigned thereunto duly authorized.

NEWELL CO.

Date August 4, 1995

/s/ William T. Alldredge

William T. Alldredge
Vice President - Finance

Date August 4, 1995

/s/ Brett E. Gries

Brett E. Gries
Vice President - Accounting & Tax

Filed May 18, 1987 at 3:00 p.m.
Delaware Secretary of State

RESTATED CERTIFICATE OF INCORPORATION
OF
NEW NEWELL CO.

NEW NEWELL CO., a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

1. The name of the corporation is NEW NEWELL CO. (the "Corporation"). The date of filing the Corporation's original Certificate of Incorporation with the Secretary of State of the State of Delaware was February 23, 1987.

2. The text of the Certificate of Incorporation of the Corporation as amended or supplemented heretofore and herewith is hereby restated to read as herein set forth in full:

FIRST: the name of the Corporation is NEW NEWELL CO.

SECOND: The address of the Corporation's registered office in the State of Delaware is 229 South State Street in the City of Dover, County of Kent. The name of the Corporation's registered agent at such address is United States Corporation Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The total number of shares which the Corporation shall have authority to issue is 56,000,000, consisting of 50,000,000 shares of Common Stock of the par value of \$1.00 per share and 6,000,000 shares of Preferred Stock, consisting of 10,000 shares without par value and 5,990,000 shares of the par value of \$1.00 per share. The designations and the powers, preferences and rights, and the qualifications, limitations and restrictions thereof, of each of the classes of stock of the Corporation are as follows:

A. Common Stock. Each holder of Common Stock shall be entitled to one (1) vote for each such share of Common Stock.

B. Preferred Stock. The Preferred Stock shall be issued from time to time in one or more series with such distinctive serial designations and (a) may have such voting powers, full or limited, or may be without voting powers; (b) may be subject to redemption at such time or times and at such price or prices; (c) may be entitled to receive dividends (which may be cumulative or noncumulative) at such rate or rates, on such conditions, and at such times, and payable in preference to, or in such relation to, the dividends payable on any

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other class or classes of stock; (d) may have such rights upon the dissolution of, or upon any distribution of the assets of, the Corporation; (e) may be made convertible into, or exchangeable for, shares of any other class or classes or of any other series of the same or any other class or classes of stock of the Corporation, at such price or prices or at such rates of exchange and with such adjustments; and (f) shall have such other relative, participating, optional or other special rights, qualifications, limitations or restrictions thereof, all as shall hereafter be stated and expressed in the resolution or resolutions providing for the issue of such Preferred Stock from time to time adopted by the Board of Directors pursuant to authority so to do which is hereby expressly vested in the Board.

C. Increase in Authorized Shares. The number of authorized shares of any class of stock of the Corporation may be increased by the affirmative vote of a majority of the stock of the Corporation entitled to vote thereon, without a vote by class or by series.

FIFTH: The name and mailing address of the incorporator of the Corporation is as follows:

Name	Address
-----	-----
Lori E. Simon	Schiff Hardin & Waite 7200 Sears Tower Chicago, Illinois 60606

SIXTH: A. The Board of Directors shall be divided into three classes (which at all times shall be as nearly equal in number as possible). The initial term of office of the first class ("Class I") shall expire at the 1988 annual meeting of stockholders, the initial term of office of the second class ("Class II") shall expire at the 1989 annual meeting of stockholders, and the initial term of office of the third class ("Class III") shall expire at the 1990 annual meeting of stockholders. At each annual meeting of stockholders following such initial classification, directors elected to succeed those directors whose terms expire shall be elected for a term of office to expire at the third succeeding annual meeting of stockholders after their election. The foregoing notwithstanding, each director shall serve until his successor shall have been duly elected and qualified, unless he shall cease to serve by reason of death, resignation or other cause. If the number of directors is changed, any increase or decrease shall be apportioned among the classes so as to maintain the number of directors in each class as nearly equal as possible, but in no case shall a decrease in the number of directors shorten the term of any incumbent director.

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B. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors, and the Board of Directors shall determine the rights, powers, duties, rules and procedures that shall affect the power of the Board of Directors to manage and direct the business and affairs of the Corporation.

C. Newly created directorships resulting from any increase in the authorized number of directors or any vacancies in the Board of Directors resulting from death, resignation or other cause may be filled only by a majority vote of the directors then in office, though less than a quorum, or by a sole remaining director. Any director so chosen shall hold office for a term expiring at the annual meeting of stockholders at which the term of office of the class to which he has been elected expires.

D. The provisions set forth in paragraphs A and C of this Article SIXTH are subject to the rights of the holders of any class or series of stock having a preference over the Common Stock as to dividends or upon liquidation to elect additional directors under specified circumstances as set forth in this Restated Certificate of Incorporation or in a resolution providing for the issuance of such stock adopted by the Board of Directors pursuant to authority vested in it by this Restated Certificate of Incorporation.

E. In addition to the voting requirements imposed by law or by any other provision of this Restated Certificate of Incorporation, this Article SIXTH may not be amended, altered or repealed in any respect, nor may any provision inconsistent with this Article SIXTH be adopted, unless such action is approved by the affirmative vote of the holders of at least 75% of the total voting power of all shares of stock of the Corporation entitled to vote in the election of directors generally, considered for purposes of this Article SIXTH as one class.

SEVENTH: In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, alter or repeal the By-Laws of the Corporation.

EIGHTH: A. Subject to the rights of holders of any class or series of stock having a preference over the Common Stock as to dividends or upon liquidation to elect additional directors under specified circumstances as set forth in this Restated Certificate of Incorporation or in a resolution providing for the issuance of such stock adopted by the Board of Directors pursuant to authority vested in it by this Restated Certificate of Incorporation, nominations for the election of directors may be made by the Board of Directors or by a committee appointed by the Board of Directors, or by any stockholder entitled to vote in the election of directors generally provided that such stockholder has given actual written notice of such stockholders' intent to make such nomination or nominations to the Secretary of the

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Corporation not later than (1) with respect to an election to be held at an annual meeting of stockholders, 90 days prior to the anniversary date of the immediately preceding annual meeting of stockholders, and (2) with respect to an election to be held at a special meeting of stockholders for the election of directors, the close of business on the seventh day following (a) the date on which notice of such meeting is first given to stockholders or (b) the date on which public disclosure of such meeting is made, whichever is earlier.

B. Each such notice shall set forth: (1) the name and address of the stockholder who intends to make the nomination and of the person or persons to be nominated; (2) a representation that the stockholder is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to nominate the person or persons specified in the notice; (3) a description of all arrangements or understandings involving any two or more of the stockholders, each such nominee and any other person or persons (naming such person or persons) pursuant to which the nomination or nominations are to be made by the stockholder or relating to the Corporation or its securities or to such nominee's service as a director if elected; (4) such other information regarding each nominee proposed by such stockholder as would be required to be included in a proxy statement filed pursuant to the proxy rules of the Securities and Exchange Commission had the nominee been nominated, or intended to be nominated, by the Board of Directors; and (5) the consent of each nominee to serve as a director of the Corporation if so elected. The chairman of the meeting may refuse to acknowledge the nomination of any person not made in compliance with the foregoing procedure.

C. In addition to the voting requirements imposed by law or by any other provision of this Restated Certificate of Incorporation, this Article EIGHTH may not be amended, altered or repealed in any respect, nor may any provision inconsistent with this Article EIGHTH be adopted, unless such action is approved by the affirmative vote of the holders of at least 75% of the total voting powers of all shares of stock of the Corporation entitled to vote in the election of directors generally, considered for purposes of this Article EIGHTH as one class.

NINTH: A. Any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of stockholders of the Corporation and may not be effected by any consent in writing by such stockholders.

B. In addition to the voting requirements imposed by law or by any other provision of this Restated Certificate of Incorporation, this Article NINTH may not be amended, altered or repealed in any respect, nor may any provision inconsistent with this Article NINTH be

adopted, unless such action is approved by the affirmative vote of the holders of at least 75% of the total voting power of all shares of stock of the Corporation entitled to vote in the election of directors generally, considered for purposes of this Article NINTH as one class.

TENTH: A. Notwithstanding any other provision of this Restated Certificate of Incorporation and in addition to any affirmative vote which may be otherwise required, no Business Combination shall be effected or consummated except as expressly provided in paragraph B of this Article TENTH, unless such Business Combination has been approved by the affirmative vote of the holders of at least 75% of the Voting Shares.

B. The provisions of Article TENTH shall not apply to any Business Combination if:

1. The Business Combination has been approved by a resolution adopted by a majority of those members of the Board of Directors who are not Interested Directors with respect to the Business Combination; or

2. All of the following conditions have been met: (a) the aggregate amount of the cash and the Fair Market Value of Other Consideration to be received for each share of Common Stock in the Business Combination by holders thereof is not less than the higher of: (i) the highest per share price (including any brokerage commissions, transfer taxes, soliciting dealer's fees, dealer-management compensation and similar expenses) paid or payable by an Interested Party with an interest in the Business Combination to acquire beneficial ownership of any shares of Common Stock within the two-year period immediately prior to the first public announcement of the proposed Business Combination (the "Announcement Date"), or (ii) the highest market price per share of the Common Stock on the Announcement Date or on the date on which the Interested Party became an Interested Party, whichever is higher; (b) the consideration to be received in the Business Combination by holders of Common Stock other than an Interested Party with an interest in the Business Combination shall be either in cash or in the same form used by an Interested Party with an interest in the Business Combination to acquire the largest number of shares of Common Stock acquired by all Interested Parties with an interest in the Business Combination from one or more persons who are not Interested Parties with an interest in the Business Combination; and (c) at the record date for the determination of stockholders entitled to vote on the proposed Business Combination, there shall be one or more directors of the Corporation who are not Interested Directors with respect to the Business Combination.

C. For purposes of this Article TENTH.

1. An "Associate" of a specified person is (a) a person that, directly or indirectly (i) controls, is controlled by, or is under common control with, the specified person, (ii) is the beneficial owner of 10% or more of any class of the equity securities of the specified person, or (iii) has 10% or more of any class of its equity securities beneficially owned, directly or indirectly, by the specified person; (b) any person (other than the Corporation or a Subsidiary) of which the specified person is an officer, director, partner or other official and any officer, director, partner or other official of the specified person; (c) any trust or estate in which the specified person serves as trustee or in a similar fiduciary capacity, or any trustee or similar fiduciary of the specified person; and (d) any

relative or spouse who has the same home as the specified person or who is an officer or director of any person (other than the Corporation or a Subsidiary), directly or indirectly, controlling, controlled by or under common control with the specified person. No director of the Corporation, however, shall be deemed to be an Associate of any other director of the Corporation by reason of such service as a director or by concurrence in any action of the Board of Directors.

2. "Beneficial Ownership" of any Voting Shares shall be determined pursuant to Rule 13d-3 under the Securities Exchange Act of 1934 as in effect on the date on which this Article TENTH is approved by the stockholders of the Corporation, provided, however, that a person shall in any event, be the beneficial owner of any Voting Shares; (a) which such person, or any of such person's Associates, beneficially owns, directly or indirectly; (b) which such person or any of such person's Associates, directly or indirectly, (i) has the right to acquire (whether such right is exercisable immediately or only after the passage of time) pursuant to any agreement, arrangement or understanding; or upon the exercise of conversion rights, exchange rights, warrants or options; or pursuant to the power to revoke a trust, discretionary account or other arrangement; or (ii) has or shares the power, or has the right to acquire (whether such right is exercisable immediately or only after the passage of time) the exclusive or shared power, to vote or direct the vote pursuant to any agreement, arrangement, relationship or understanding; or pursuant to the power to revoke a trust, discretionary account or other arrangement; or (c) which are beneficially owned, directly or indirectly, by any other person with which such first-mentioned person or any of its Associates has any agreement, arrangement or understanding, or is acting in concert with respect to acquiring, holding, voting or disposing of any Voting Shares; provided, however, that no director of the Corporation

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shall be deemed to be acting in concert with any other director of the Corporation by reason of such service as a director or by concurrence in any action of the Board of Directors.

3. "Business Combination" shall mean: (a) any merger or consolidation of the Corporation or any Subsidiary with or into any Interested Party or any Associate or an Interested Party; (b) any sale, lease, exchange, mortgage, pledge, transfer or other disposition (in one or a series of related transactions) of all or any Substantial Part of the Consolidated Assets of the Corporation to or with any Interested Party or any Associate of an Interested Party; (c) any issuance, sale, exchange, transfer or other disposition by the Corporation or any Subsidiary (in one or a series of related transactions) of any securities of the Corporation or any Subsidiary to or with any Interested Party or any Associate of an Interested Party; or (d) any spin-off, split-up, reclassification of securities (including any reverse stock split), recapitalization, reorganization, liquidation or dissolution of the Corporation with any Subsidiary or any other transaction involving the Corporation or any Subsidiary (whether or not with or otherwise involving an Interested Party) that has the effect, directly or indirectly, of increasing the proportionate interest of any Interested Party or any Associate of an Interested Party in the equity securities or assets of the Corporation or any Subsidiary.

4. "Fair Market Value" means: (a) in the case of stock, the average closing sale price during the 30-day period immediately preceding the date in question of a share of such stock on the Composite Tape for the New York Stock Exchange Listed Stocks, or, if such stock is not quoted on the Composite Tape on the New York Stock Exchange, or, if such stock is not listed on such exchange, on the principal United States securities exchange registered

under the Securities Exchange Act of 1934 on which such stock is listed, or, if such stock is not listed on any such exchange, the average closing bid quotation with respect to a share of such stock during the 30-day period immediately preceding the date in question on the National Association of Securities Dealers, Inc. Automated Quotation System or any system then in use, provided that, if no such prices or quotations are available, or if a majority of those members of the Board of Directors who are not Interested Directors with respect to the Business Combination determine that such prices or quotations do not represent fair market value, the Fair Market Value of such stock shall be determined pursuant to clause (b) below; and (b) in the case of property other than cash or stock, or in the case of stock as to which Fair Market Value is not determined pursuant to clause (a) above, the Fair Market Value on the date in question as determined by a majority of those members of the Board of

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Directors who are not Interested Directors with respect to the Business Combination. In making any such determination, the Board of Directors may, but shall not be required to, engage the services of an Investing Banking Firm.

5. "Interested Director" shall mean each director of the Corporation who (a) is an Interested Party or an Associate of an Interested Party; (b) has an Associate who is an Interested Party; (c) was nominated or proposed to be elected as a director of the Corporation by an Interested Party or an Associate of an Interested Party; or (d) is, or has been nominated or proposed to be elected as, an officer, director or employee of an Interested Party or of an Associate of an Interested Party.

6. "Interested Party" shall mean any person (other than the Corporation or a Subsidiary) that is the beneficial owner, directly or indirectly, of 5% or more of the Voting Shares (a) in connection with determining the required vote by stockholders on any Business Combination, as of any of the following dates: the record date for the determination of stockholders entitled to notice of or to vote on such Business Combination or immediately prior to the consummation of any such Business Combination or the adoption by the Corporation of any plan or proposal with respect thereto; (b) in connection with determining the required vote by stockholders on any amendment, alteration or repeal of, or adoption of a provision inconsistent with, this Article TENTH pursuant to paragraph E of this Article TENTH, as of the record date for the determination of stockholders entitled to notice and to vote on such amendment, alteration, repeal or inconsistent provision; and (c) in connection with determining whether a director is an "Interested Director" in respect of any determination made by the Board of Directors pursuant to paragraph D of this Article TENTH, as of the date at which the vote on such recommendation or determination is being undertaken, or as close as is reasonably practicable to such date.

7. An "Investment Banking Firm" shall mean an investment banking firm that has not previously been associated with any Interested Party with an interest in the Business Combination, which is selected by a majority of the directors of the Corporation who are not Interested Directors with respect to the Business Combination, engaged solely on behalf of the holders of Common Stock other than Interested Parties with an interest in the Business Combination, and paid a reasonable fee for its services.

8. "Other Consideration" shall include (without limitation) Common Stock and/or any other class or series of stock of the Corporation retained by stockholders of the

Corporation in the event of a Business Combination in which the Corporation is the surviving corporation.

9. A "Person" shall include (without limitation) any natural person, corporation, partnership, trust or other entity, organization or association, or any two or more persons acting in concert or as a syndicate, joint venture or group.

10. "Subsidiary" shall mean any corporation of which a majority of any class of equity securities is owned, directly or indirectly, by the Corporation; provided, however, that for purposes of paragraph C.6 of this Article TENTH, the term "Subsidiary" shall mean only a corporation of which a majority of each class of equity securities is owned, directly or indirectly, by the Corporation.

11. "Substantial Part of the Consolidated Assets" of the Corporation shall mean assets of the Corporation and/or any Subsidiary having a book value (determined in accordance with generally accepted accounting principles) in excess of 10% of the book value (determined in accordance with generally accepted accounting principles) of the total consolidated assets of the Corporation and all Subsidiaries which are consolidated for public financial reporting purposes, at the end of its most recent quarterly fiscal period ending prior to the time the determination is made for which financial information is available.

12. "Voting Shares" shall mean the outstanding shares of all classes of stock of the Corporation entitled to vote for the election of directors generally, considered for purposes of this Article TENTH as one class. "Voting Shares" shall include shares deemed owned by any Interested Party or any Associate of an Interested Party through application of paragraph C.2 of this Article TENTH, but shall not include any other shares which may be issuable based upon a right to acquire such shares (whether such right is exercisable immediately or only after the passage of time) pursuant to any agreement, arrangement or understanding, or upon the exercise of conversion rights, exchange rights, warrants or options, or pursuant to the power to revoke a trust, discretionary account, or other arrangement or otherwise.

D. A majority of those members of the Board of Directors who are not Interested Directors with respect to the Business Combination shall have the power and duty to interpret the provisions of this Article TENTH and to make all determinations to be made under this Article TENTH. Any such interpretation or determination shall be conclusive and binding for all purposes of this Article TENTH.

E. In addition to the voting requirements imposed by law or by any other provision of this Restated Certificate of Incorporation, the provisions set forth in this Article TENTH may not be amended, altered or repealed in any respect, nor may any provision inconsistent with this Article TENTH be adopted, unless such action is approved by the affirmative vote of the holders of at least 75% of the Voting Shares.

F. Nothing contained in this Article TENTH shall be construed to relieve any Interested Party from any fiduciary obligation imposed by law.

ELEVENTH: Except as otherwise provided in this Restated Certificate of Incorporation, the Board of Directors shall have authority to authorize the issuance, from time to time without any vote or other action by the stockholders, of any or all shares of

stock of the Corporation of any class at any time authorized, any securities convertible into or exchangeable for any such shares so authorized, and any warrant, option or right to purchase, subscribe for or otherwise acquire, shares of stock of the Corporation of any class at any time authorized, in each case to such persons and for such consideration and on such terms as the Board of Directors from time to time in its discretion lawfully may determine; provided, however, that the consideration for the issuance of shares of stock of the corporation having par value shall not be less than such par value. Stock so issued, for which the consideration has been paid to the Corporation, shall be fully paid stock, and the holders of such stock shall not be liable to any further call or assessments thereon.

TWELFTH: No holder of stock of any class of the Corporation or of any security convertible into, or of any warrant, option or right to purchase, subscribe for or otherwise acquire, stock of any class of the Corporation, whether now or hereafter authorized, shall, as such holder, have any pre-emptive right whatsoever to purchase, subscribe for or otherwise acquire, stock of any class of the Corporation or any security convertible into, or any warrant, option or right to purchase, subscribe for or otherwise acquire, stock of any class of the Corporation, whether now or hereafter authorized.

THIRTEENTH: Anything herein contained to the contrary notwithstanding, any and all right, title, interest, and claim in or to any dividends declared, or other distributions made, by the Corporation, whether in cash, stock or otherwise, which are unclaimed by the stockholder entitled thereto for a period of six years after the close of business on the payment date, shall be and be deemed to be extinguished and abandoned; and such unclaimed dividends or other distributions in the possession of the Corporation, its transfer agents or other agents or depositaries, shall at such time become the absolute property of the Corporation, free and clear of any and all claims of any persons whatsoever.

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FOURTEENTH: A. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was or has agreed to become a director or officer of the Corporation, or is or was serving or has agreed to serve at the request of the Corporation as a director or officer of another Corporation, partnership, joint venture, trust or other enterprise, or by reason of any action alleged to have been taken or omitted in such capacity, against costs, charges and other expenses (including attorneys' fees) ("Expenses"), judgments, fines and amount paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding and any appeal thereof if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. For purposes of this Article, "serving or has agreed to serve at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise" shall include any service by a director or officer of the Corporation as a director, officer, employee, agent or fiduciary of such other Corporation, partnership, joint venture, trust or other enterprise, or with respect to any employee benefit plan (or its participants or beneficiaries) of the Corporation or any such other enterprise.

B. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was or has agreed to become a director or officer of the Corporation or is or was serving or has agreed to serve at the request of the Corporation as a director or officer of another Corporation, partnership, joint venture, trust or other enterprise or by reason of any action alleged to have been taken or omitted in such capacity against Expenses actually and reasonably incurred by him in connection with the investigation, defense or settlement of such action or suit and any appeal thereof if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall

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have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnify for such Expenses which the Court of Chancery of Delaware or such other court shall deem proper.

C. To the extent that any person referred to in paragraphs (A) or (B) of this Article has been successful on the merits or otherwise, including, without limitation, the dismissal of an action without prejudice, in defense of any action, suit or proceeding referred to therein or in defense of any claim, issue or matter therein, he shall be indemnified against Expenses actually and reasonably incurred by him in connection therewith.

D. Any indemnification under paragraphs (A) or (B) of this Article (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in paragraphs (A) or (B). Such determination shall be made (i) by the board of directors by a majority vote of a quorum (as defined in the By-Laws of the Corporation) consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders.

E. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding and appeal upon receipt by the Corporation of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation.

F. The determination of the entitlement of any person to indemnification under paragraphs (A), (B) or (C) or to advancement of Expenses under paragraph (E) of this Article shall be made promptly, and in any event within 60 days after the Corporation has received a written request for payment from or on behalf of a director or officer and payment of amounts due under such sections shall be made immediately after such determination. If no disposition of such request is made within said 60 days or if payment has not been made within 10 days thereafter, or if such request is rejected, the right to indemnification or advancement of Expenses provided by this Article shall be enforceable by or on behalf of the director or officer in any court of competent jurisdiction. In addition to the other amounts due

under this Article, Expenses incurred by or on behalf of a director or officer in successfully establishing his right to indemnification or advancement of Expenses, in whole or in part, in any such action (or settlement thereof) shall be paid by the Corporation.

G. The indemnification and advancement of Expenses provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of Expenses may be entitled under any law (common or statutory), By-Law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, or while employed by or acting as a director or officer of the Corporation or as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person. Notwithstanding the provisions of this Article, the Corporation shall indemnify or make advancement of Expenses to any person referred to in paragraphs (A) or (B) of this Article to the full extent permitted under the laws of Delaware and any other applicable laws, as they now exist or as they may be amended in the future.

H. All rights to indemnification and advancement of Expenses provided by this Article shall be deemed to be a contract between the Corporation and each director or officer of the Corporation who serves, served or has agreed to serve in such capacity, or at the request of the Corporation as director or officer of another corporation, partnership, joint venture, trust or other enterprise, at any time while this Article and the relevant provisions of the Delaware General Corporation Law or other applicable law, if any, are in effect. Any repeal or modification of this Article, or any repeal or modification of relevant provisions of the Delaware General Corporation Law or any other applicable law, shall not in any way diminish any rights to indemnification of or advancement of Expenses to such director or officer or the obligations of the Corporation.

I. The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was or has agreed to become a director or officer of the Corporation, or is or was serving or has agreed to serve at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article.

J. The Board of Directors may, by resolution, extend the provisions of this Article pertaining to indemnification and

advancement of Expenses to any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that he is or was or has agreed to become an employee, agent or fiduciary of the Corporation or is or was serving or has agreed to serve at the request of the Corporation as a director, officer, employee, agent or fiduciary of another corporation, partnership, joint venture, trust or other enterprise or with respect to any employee benefit plan (or its participants or beneficiaries) of the corporation or any such other enterprise.

K. The invalidity or unenforceability of any provision of this Article shall not affect the validity or enforceability of the remaining provisions of this Article.

FIFTEENTH: No person who was or is a director of this Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for breach of the duty of loyalty to the Corporation or its stockholders; (ii) for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law; (iii) under Section 174 of the Delaware General Corporation Law; or (iv) for any transaction from which the director derived an improper personal benefit. If the Delaware General Corporation Law is amended after the effective date of this Article to further eliminate or limit, or to authorize further elimination or limitation of, the personal liability of directors for breach of fiduciary duty as a director, then the personal liability of a director to this Corporation or its stockholders shall be eliminated or limited to the full extent permitted by the Delaware General Corporation Law, as so amended. For purposes of this Article, "fiduciary duty as a director" shall include any fiduciary duty arising out of serving at the request of this Corporation as a director of another corporation, partnership, joint venture, trust or other enterprise, and "personally liable to the Corporation" shall include any liability to such other Corporation, partnership, joint venture, trust or other enterprise, and any liability to this Corporation in its capacity as a security holder, joint venturer, partner, beneficiary, creditor or investor of or in any such other corporation, partnership, joint venture, trust or other enterprise.

Any repeal or modification of the foregoing paragraph by the stockholders of this Corporation shall not adversely affect the elimination or limitation of the personal liability of a director for any act or omission occurring prior to the effective date of such repeal or modification. This provision shall not eliminate or limit the liability of a director for any act or omission occurring prior to the effective date of this Article.

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SIXTEENTH: Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders of this Corporation, as the case may be, and also this Corporation.

SEVENTEENTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Restated Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon the stockholders herein are granted subject to this reservation.

Notwithstanding the foregoing, the provisions set forth in Articles SIXTH, EIGHTH, NINTH, and TENTH may not be amended, altered or repealed in any respect nor may any provision inconsistent with any

of such Articles be adopted unless such amendment, alteration, repeal or inconsistent provision is approved as specified in each such respective Article.

3. This Restated Certificate of Incorporation was duly authorized by a resolution duly adopted and approved by consent of the sole Director, dated as of May 1, 1987, the Corporation not yet having received payment for any of its stock, in accordance with the provisions of Section 241 and Section 245 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, New Newell Co. has caused this Restated Certificate of Incorporation to be signed by William T. Alldredge, its

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Vice President-Finance, and attested by Roland E. Knecht, its Secretary this 18th day of May, 1987.

NEW NEWELL CO.

William T. Alldredge
Vice President-Finance

ATTEST:

Roland E. Knecht
Secretary

Filed June 23, 1987 at 9:01 a.m.
877174060 Delaware Secretary of State

CERTIFICATE OF DESIGNATIONS AS TO THE RESOLUTION PROVIDING FOR THE POWERS DESIGNATION, PREFERENCES AND RELATIVE, PARTICIPATING, OPTIONAL OR OTHER RIGHTS, AND THE QUALIFICATIONS, LIMITATIONS OR RESTRICTIONS THEREOF, AS ARE NOT STATED AND EXPRESSED IN THE RESTATED CERTIFICATE OF INCORPORATION OR IN ANY AMENDMENT THERETO, OF THE

CUMULATIVE PREFERRED STOCK

(\$2,000 Stated Value)

of
--

NEW NEWELL CO.

Pursuant to Section 151 of the
General Corporation Law of the State of Delaware

The undersigned DOES HEREBY CERTIFY that the following resolution was duly adopted by the written consent of the sole director of New Newell Co., a Delaware corporation, on May 18, 1987:

RESOLVED by the Board of Directors of New Newell Co., a Delaware corporation (the "Corporation"), that, pursuant to authority expressly granted to it by the Restated Certificate of Incorporation of the Corporation, a total of 7,500 shares of the preferred stock without par value, of the Corporation are hereby respectively constituted as Series 1 Cumulative Preferred Stock, Series 2 Cumulative Preferred Stock, Series 3 Cumulative Preferred Stock, Series 4 Cumulative Preferred Stock and Series 5 Cumulative Preferred Stock, with an aggregate stated value of \$15,000,000 (hereinafter called "Cumulative

Preferred Stock"). Each series of such Cumulative Preferred Stock shall consist of 1,500 shares, with a stated value of \$2,000 per share. Shares of Cumulative Preferred Stock shall be issued only upon effectiveness of the merger of Newell Co., a Delaware corporation, and Newell Acquisition Corp., a Delaware corporation and wholly-owned subsidiary of the Corporation (the "Merger"). The preferences and the relative, participating, optional and other special rights of the shares of Cumulative Preferred Stock and the qualifications, limitations or restrictions thereof, shall be as follows:

1. CUMULATIVE DIVIDENDS. (a) The holders of record of shares of each series of Cumulative Preferred Stock shall be entitled to receive, when and as declared by the Board of Directors out of funds

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legally available for the payment thereof, cumulative cash dividends at the rate specified in subsection (b) below, and no more. The holders of shares of Cumulative Preferred Stock shall not be entitled to any dividends other than the cash dividends provided for in this section. Dividends shall accrue daily from the date of issuance, whether or not earned or declared, and shall be payable quarterly on such dates as the Board of Directors may from time to time determine. The dividends shall be in preference to dividends upon any stock (including common stock) of the Corporation ranking junior to the Cumulative Preferred Stock as to dividends. If the Corporation has not paid full dividends upon the shares of Cumulative Preferred Stock for any preceding quarter, the Corporation shall declare and pay the amount for payment, before declaring or paying any cash dividends on the common stock of the Corporation. Accrued dividends on Cumulative Preferred Stock shall not bear interest.

(b) The dividend rate for each series of Cumulative Preferred Stock is as follows:

(i) For Series 1, cash dividends shall accrue at the rate of \$100 per share per annum until September 24, 1989, after which time the rate shall be \$160 per share per annum.

(ii) For Series 2, cash dividends shall accrue at the rate of \$100 per share per annum until September 24, 1990, after which time the rate shall be \$160 per share per annum.

(iii) For Series 3, cash dividends shall accrue at the rate of \$100 per share per annum until September 24, 1991, after which time the rate shall be \$160 per share per annum.

(iv) For Series 4, cash dividends shall accrue at the rate of \$100 per share per annum until September 24, 1992, after which time the rate shall be \$160 per share per annum.

(v) For Series 5, cash dividends shall accrue at the rate of \$100 per share per annum until September 24, 1993, after which time the rate shall be \$160 per share per annum.

2. LIQUIDATION. (a) In the event of a voluntary or involuntary liquidation, dissolution, or winding up of the Corporation, the holders of shares of Cumulative Preferred Stock shall be entitled to receive out of the assets of the Corporation an amount equal to the stated value per share plus an amount equal to any accrued and unpaid dividends thereon to the date fixed for distribution. This distribution shall be in preference to any such distribution upon any stock (including common stock) of the Corporation ranking junior to Cumulative Preferred Stock as to liquidation preferences, but subject to the prior rights of the holders of shares of all stock ranking

senior to Cumulative Preferred Stock as to liquidation preferences. If the assets of the Corporation are not sufficient to pay the full amounts to the holders of Cumulative Preferred Stock and all other series of preferred stock of the Corporation ranking equally with the shares of Cumulative Preferred Stock as to liquidation preferences, then the holders of Cumulative Preferred Stock and of such other series shall share ratably in the distribution of any assets remaining after distribution to holders of stock ranking senior to Cumulative Preferred Stock as to liquidation preferences.

(b) Nothing in this section, however, shall be deemed to prevent the Corporation from redeeming or purchasing Cumulative Preferred Stock as permitted by Section 3.

(c) A merger or consolidation of the Corporation with any other corporation or a sale, lease, or conveyance of assets or a business combination involving the Corporation or any related or similar transaction shall not be considered a liquidation, dissolution, or winding up the Corporation within the meaning of this section.

3. REDEMPTION. (a) The Corporation may redeem any or all shares of one or more series of Cumulative Preferred Stock at its option by resolution of the Board of Directors, at any time and from time to time on or after issuance, in cash, at the stated value of the shares plus an amount equal to any accrued and unpaid dividends thereon to the date fixed for redemption. In the event that the Corporation redeems less than the entire number of shares of any series of Cumulative Preferred Stock outstanding at any one time, the Corporation shall select the shares to be redeemed by lot or pro rata or by any other manner that the Board of Directors deems equitable. No less than 20 nor more than 120 days prior to the date fixed for any entire or partial redemption of Cumulative Preferred Stock, the Corporation shall mail a notice of the redemption to the holders of record of the shares to be redeemed at their addresses as they appear on the books of the Corporation. The notice shall state the time and place of redemption and shall identify the particular shares to be redeemed if less than all of the outstanding shares are to be redeemed. Failure to mail a notice or a defect in a notice or its mailing shall not affect the validity of the redemption proceedings.

(b) On or before the date fixed for redemption each holder of shares of Cumulative Preferred Stock called for redemption shall surrender his certificate representing his shares to the Corporation or its agent at the place designated in the redemption notice. If the Corporation redeems less than all of the shares represented by a surrendered certificate, the Corporation shall issue a new certificate representing the unredeemed shares. If the Corporation has duly given notice of redemption and if funds necessary for the redemption are available on the redemption date, then notwithstanding that any holder

has not surrendered his certificate representing shares called for redemption, all rights with respect to those shares shall cease and determine immediately after the redemption date, except that such a holder shall have the right to receive the redemption price without interest upon surrender of his certificate.

(c) The Corporation may, at its option at any time after giving a notice of redemption, deposit a sum sufficient to redeem the shares called for redemption, plus any accrued and unpaid dividends thereon to the redemption date, with any bank or trust company in the City of Chicago, Illinois, or in the City of Minneapolis, Minnesota, having capital, surplus, and undivided profits aggregating at least \$50,000,000 as a trust fund with irrevocable instructions and authority to the bank or trust company to mail notice of redemption if the Corporation has not begun or completed such mailing at the time of the deposit and to pay, on and after the date fixed for redemption or

prior thereto, the redemption price of the shares to their respective holders upon the surrender of their share certificates. From the date the Corporation makes such a deposit, the shares designated for redemption shall be treated as redeemed and no longer outstanding, and no dividends shall accrue on the shares after the date fixed for redemption. The deposit shall be deemed to constitute full payment of the shares to their holders. From the date of the deposit, the holders of the shares shall cease to be stockholders with respect to the shares; they shall have no interest in or claim against the Corporation by virtue of the shares; and they shall have no rights with respect to the shares except the right to receive from the bank or trust company payment of the redemption price of the shares, without interest, upon surrender of their certificates. At the expiration of five years after the redemption date, the bank or trust company shall pay over to the Corporation any funds then remaining on deposit, free of trust. Thereafter the holders of certificates for the shares shall have no claims against the bank or trust company, but only claims as unsecured creditors against the Corporation for amounts equal to their pro rata portions of the funds paid over, without interest, subject to compliance by the holders with the terms of the redemption. Any interest on or other accretions to funds deposited with the bank or trust company shall belong to the Corporation.

(d) Nothing in this Resolution shall prevent or restrict the Corporation from purchasing, from time to time, at public or private sale, any or all of the Cumulative Preferred Stock at whatever prices the Corporation may determine, but at prices not exceeding those permitted by Delaware law.

(e) Nothing in this Resolution shall give any holder of Cumulative Preferred Stock the right to require the Corporation to redeem any or all shares of the Stock.

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4. CONVERSION. The Cumulative Preferred Stock is not convertible into any other class or series of common or preferred stock of the Corporation.

5. STATUS OF REACQUIRED STOCK. The Corporation shall retire and cancel any shares of Cumulative Preferred Stock that it redeems, purchases, or acquires. Such shares thereafter shall have the status of authorized but unissued shares of preferred stock. Subject to the limitations in this Resolution or in any resolutions adopted by the Board of Directors providing for the reissuance of the shares, the Corporation may reissue the shares as shares of Cumulative Preferred Stock or may reclassify and reissue them as preferred stock of any class or series other than Cumulative Preferred Stock.

6. VOTING RIGHTS. (a) Except as otherwise provided herein or as may be required by law, the holders of Cumulative Preferred Stock shall be entitled to one vote per share on every question submitted to holders of record of the common stock of the Corporation, voting together with the common stock of the Corporation as a single class.

(b) Notwithstanding the foregoing, (i) without the affirmative vote or consent of at least a majority of the shares of Cumulative Preferred Stock then outstanding voting as a separate class, the Corporation shall not amend the Restated Certificate of Incorporation if the amendment would alter or change the powers, preferences, or special rights of the shares of Cumulative Preferred Stock so as to affect them adversely, provided that this clause "(i)" shall not apply to an increase or decrease (but not below the number of shares thereof then outstanding) in the number of authorized shares of any class or classes of stock; and (ii) so long as at least 3,100 shares of Cumulative Preferred Stock are outstanding, without the affirmative vote or consent of the holders of at least a majority of the shares of Cumulative Preferred Stock then outstanding voting as a separate class, the Corporation shall not issue any stock ranking senior to the Cumulative Preferred Stock with respect to the payment of dividends or

the distribution of assets upon liquidation, except that the Corporation may issue such stock if the consideration therefor consists of cash. For purposes of any vote required pursuant to clause (i) of this subsection (b) if any proposed amendment would alter or change the powers, preferences, or special rights of one or more of Series 1, 2, 3, 4, or 5 of Cumulative Preferred Stock so as to affect them adversely but shall not so affect the entire class, then only the shares of the series so affected by the amendment shall be considered a separate class.

7. NO OTHER RIGHTS. The shares of Cumulative Preferred Stock shall not have any relative, participating, optional or other special rights or powers other than as set forth above and in the Restated Certificate of Incorporation of the Corporation.

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IN WITNESS WHEREOF, New Newell Co. has caused this resolution to be signed by William T. Alldredge, its Vice President - Finance, and attested by Roland E. Knecht, its Secretary, this 22nd day of June, 1987.

NEW NEWELL CO.

William T. Alldredge,
Vice President - Finance

ATTEST:

Roland E. Knecht,
Secretary

Filed July 2, 1987 at 9:29 a.m.
877183082 Delaware Secretary of State

CERTIFICATE OF AMENDMENT
OF
RESTATED CERTIFICATE OF INCORPORATION
OF
NEW NEWELL CO.

Adopted in accordance with the provisions of Section 242
of the General Corporation Law of the State of Delaware

New Newell Co., a corporation existing under the laws of the State of Delaware, does hereby certify as follows:

FIRST: That Article First of the Restated Certificate of Incorporation of the Corporation has been amended in its entirety to read as follows:

FIRST: The name of the Corporation is NEWELL CO.

SECOND: That the foregoing amendment has been duly adopted in accordance with provisions of the General Corporation Law of the State of Delaware by the written consent of the holder of all outstanding shares entitled to vote.

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IN WITNESS WHEREOF, New Newell Co. has caused this Certificate to be signed and attested by its duly authorized officers this 30th day of June 1987.

NEW NEWELL CO.

By: /s/ William T. Alldredge

Vice President - Finance

Attest:

/s/ Roland E. Knecht

Secretary

Filed October 31, 1988 at 9:00 a.m.
688305050 Delaware Secretary of State

CERTIFICATE OF DESIGNATIONS AS TO THE RESOLUTION PROVIDING FOR THE POWERS, DESIGNATION, PREFERENCES AND RELATIVE, PARTICIPATING, OPTIONAL OR OTHER RIGHTS, AND THE QUALIFICATIONS, LIMITATIONS OR RESTRICTIONS THEREOF, AS ARE NOT STATED AND EXPRESSED IN THE RESTATED CERTIFICATE OF INCORPORATION OR IN ANY AMENDMENT THERETO, OF THE

JUNIOR PARTICIPATING PREFERRED STOCK, SERIES B

of

NEWELL CO.

Pursuant to Section 151 of the
General Corporation Law of
the State of Delaware

NEWELL CO., a corporation organized and existing under the General Corporation Law of the State of Delaware (hereinafter called the "Corporation"), hereby certifies that the following resolution was adopted by the Board of Directors of the Corporation as required by Section 151 of the General Corporation Law at a meeting duly called and held on October 20, 1988:

RESOLVED, that pursuant to the authority granted to and vested in the Board of Directors of this Corporation (hereinafter called the "Board of Directors" or the "Board") in accordance with the provisions of the Corporation's Restated Certificate of Incorporation, the Board of Directors hereby creates a series of Preferred Stock, par value \$1.00 per share (the "Preferred Stock"), of the Corporation and hereby states the designation and number of shares, and fixes the relative rights, preferences and limitations of such series, as follows:

Junior Participating Preferred Stock, Series B:

Section 1. Designation and Amounts. The shares of such series shall be designated as "Junior Participating Preferred Stock, Series B" (the "Series B Preferred Stock") and the number of shares constituting the Series B Preferred Stock shall be 500,000. Such number of shares may be increased or decreased by resolution of the Board; provided, that no decrease shall reduce the number of shares of Series B Preferred Stock to a number less than the number of shares then outstanding plus the number of shares reserved for issuance upon the exercise of outstanding options, rights or warrants or upon the conversion of any outstanding securities issued by the Corporation convertible into Series B Preferred Stock.

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Section 2. Dividends and Distributions.

(A) Subject to the rights of the holders of any shares of any series of Preferred Stock (or any similar stock) ranking prior and superior to the Series B Preferred Stock with respect to dividends, the holders of shares of Series B Preferred Stock, in preference to the holders of Common Stock, par value \$1.00 per share (the "Common Stock"), of the Corporation, and of any other junior stock, shall be entitled to receive, when, as and if declared by the Board of Directors out of funds legally available for the purpose, quarterly dividends payable in cash on the first day of March, June, September and December in each year (each such date being referred to herein as a "Quarterly Dividend Payment Date"), commencing on the first Quarterly Dividend Payment Date after the first issuance of a share or fraction of a share of Series B Preferred Stock, in an amount per share (rounded to the nearest cent) equal to the greater of (a) \$15 or (b) subject to the provision for adjustment hereinafter set forth, 100 times the aggregate per share amount of all cash dividends, and 100 times the aggregate per share amount (payable in kind) of all non-cash dividends or other distributions, other than a dividend payable in shares of Common Stock or a subdivision of the outstanding shares of Common Stock (by reclassification or otherwise), declared on the Common Stock since the immediately preceding Quarterly Dividend Payment Date or, with respect to the first Quarterly Dividend Payment Date, since the first issuance of any share or fraction of a share of Series B Preferred Stock. In the event the Corporation shall at any time declare or pay any dividend on the Common Stock payable in shares of Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise than by payment of a dividend in shares of Common Stock) into a greater or lesser number of shares of Common Stock, then in each such case the amount to which holders of shares of Series B Preferred Stock were entitled immediately prior to such event under clause (b) of the preceding sentence shall be adjusted by multiplying such amount by a fraction, the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

(B) The Corporation shall declare a dividend or distribution on the Series B Preferred Stock as provided in paragraph (A) of this Section immediately after it declares a dividend or distribution on the Common Stock (other than a dividend payable in shares of Common Stock); provided that, in the event no dividend or distribution shall have been declared on the Common Stock during the period between any Quarterly Dividend

Payment Date and the next subsequent Quarterly Dividend Payment Date, a dividend of \$15 per share on the Series B Preferred Stock shall nevertheless be payable on such subsequent Quarterly Dividend Payment Date.

(C) Dividends shall begin to accrue and be cumulative on outstanding shares of Series B Preferred Stock from the Quarterly Dividend Payment Date next preceding the date of issue of such shares, unless the date of issue of such shares is prior to the record date for the first Quarterly Dividend Payment Date, in which case dividends on such shares shall begin to accrue from the date of issue of such shares, or unless the date of issue is a Quarterly Dividend Payment Date or is a date after the record date for the determination of holders of shares of Series B Preferred Stock entitled to receive a quarterly dividend and before such Quarterly Dividend Payment Date, in either of which events such dividends shall begin to accrue and be cumulative from such Quarterly Dividend Payment Date. Accrued but unpaid dividends shall not bear interest. Dividends paid on the shares of Series B Preferred Stock in an amount less than the total amount of such dividends at the time accrued and payable on such shares shall be allocated pro rata on a share-by-share basis among all such shares at the time outstanding. The Board of Directors may fix a record date for the determination of holders of shares of Series B Preferred Stock entitled to receive payment of a dividend or distribution declared thereon, which record date shall be not more than 60 days prior to the date fixed for the payment thereof.

Section 3. Voting Rights. The holders of shares of Series B Preferred Stock shall have the following voting rights:

(A) Subject to the provision for adjustment hereinafter set forth, each share of Series B Preferred Stock shall entitle the holder thereof to 100 votes on all matters submitted to a vote of the stockholders of the Corporation. In the event the Corporation shall at any time declare or pay any dividend on the Common Stock payable in shares of Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise than by payment of a dividend in shares of Common Stock) into a greater or lesser number of shares of Common Stock, then in each such case the number of votes per share to which holders of shares of Series B Preferred Stock were entitled immediately prior to such event shall be adjusted by multiplying such number by a fraction, the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

(B) Except as otherwise provided herein, in any other Certificate of Designations creating a series of Preferred Stock or any similar stock, or by law, the holders of shares of Series B Preferred Stock and the holders of shares of Common Stock and any other capital stock of the Corporation having general voting rights shall vote together as one class on all matters submitted to a vote of stockholders of the Corporation.

(C) Except as set forth herein, or as otherwise provided by law, holders of Series B Preferred Stock shall have no special voting rights and their consent shall not be required (except to the extent they are entitled to vote with holders of Common Stock as set forth herein) for taking any corporate action.

Section 4. Certain Restrictions.

(A) Whenever quarterly dividends or other dividends or distributions payable on the Series B Preferred Stock as provided in Section 2 are in arrears, thereafter and until all accrued and unpaid dividends and distributions, whether or not declared, on shares of Series B Preferred Stock outstanding shall have been paid in full, the Corporation shall not:

(i) declare or pay dividends, or make any other distributions, on any shares of stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series B Preferred Stock;

(ii) declare or pay dividends, or make any other distributions, on any shares of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Series B Preferred Stock, except dividends paid ratably on the Series B Preferred Stock and all such parity stock on which dividends are payable or in arrears in proportion to the total amounts to which the holders of all such shares are then entitled;

(iii) redeem or purchase or otherwise acquire for consideration shares of any stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series B Preferred Stock, provided that the Corporation may at any time redeem, purchase or otherwise acquire shares of any such junior stock in exchange for shares of any stock of the Corporation ranking junior (either as to dividends or upon dissolution, liquidation or winding up) to the Series B Preferred Stock; or

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(iv) redeem or purchase or otherwise acquire for consideration any shares of Series B Preferred Stock, or any shares of stock ranking on a parity with the Series B Preferred Stock, except in accordance with a purchase offer made in writing or by publication (as determined by the Board of Directors) to all holders of such shares upon such terms as the Board of Directors, after consideration of the respective annual dividend rates and other relative rights and preferences of the respective series and classes, shall determine in good faith will result in fair and equitable treatment among the respective series or classes.

(B) The Corporation shall not permit any subsidiary of the Corporation to purchase or otherwise acquire for consideration any shares of stock of the Corporation unless the Corporation could, under paragraph (A) of this Section 4, purchase or otherwise acquire such shares at such time and in such manner.

Section 5. Reacquired Shares. Any shares of Series B Preferred Stock purchased or otherwise acquired by the Corporation in any manner whatsoever shall be retired and cancelled promptly after the acquisition thereof. All such shares shall upon their cancellation become authorized but unissued shares of Preferred Stock and may be reissued as part of a new series of Preferred Stock subject to the conditions and restrictions on issuance set forth herein, in the Corporation's Restated Certificate of Incorporation or in any other Certificate of Designations creating a series of Preferred Stock or any similar stock or as otherwise required by law.

Section 6. Liquidation, Dissolution or Winding Up. Upon any liquidation, dissolution or winding up of the Corporation, no distribution shall be made (A) to the holders of shares of stock ranking junior (either as to dividends or upon liquidation,

dissolution or winding up) to the Series B Preferred Stock unless, prior thereto, the holders of shares of Series B Preferred Stock shall have received \$10,000 per share, plus an amount equal to accrued and unpaid dividends and distributions thereon, whether or not declared, to the date of such payment, provided that the holders of shares of Series B Preferred Stock shall be entitled to receive an aggregate amount per share, subject to the provision for adjustment hereinafter set forth, equal to 100 times the aggregate amount to be distributed per share to holders of shares of Common Stock, or (B) to the holders of shares of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Series B Preferred Stock, except distributions made ratably on the Series B Preferred Stock and all such parity stock in proportion to the total amounts to which the holders of all such shares are entitled upon such liquidation, dissolution or winding up. In the event the Corporation

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shall at any time declare or pay any dividend on the Common Stock payable in shares of Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise than by payment of a dividend in shares of Common Stock) into a greater or lesser number of shares of Common Stock, then in each such case the aggregate amount to which holders of shares of Series B Preferred Stock were entitled immediately prior to such event under the proviso in clause (A) of the preceding sentence shall be adjusted by multiplying such amount by a fraction the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

Section 7. Consolidation, Merger, etc. In case the Corporation shall enter into any consolidation, merger, combination or other transaction in which the shares of Common Stock are exchanged for or changed into other stock or securities, cash and/or any other property, then in any such case each share of Series B Preferred Stock shall at the same time be similarly exchanged or changed into an amount per share, subject to the provision for adjustment hereinafter set forth, equal to 100 times the aggregate amount of stock, securities, cash and/or any other property (payable in kind), as the case may be, into which or for which each share of Common Stock is changed or exchanged. In the event the Corporation shall at any time declare or pay any dividend on the Common Stock payable in shares of Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise than by payment of a dividend in shares of Common Stock) into a greater or lesser number of shares of Common Stock, then in each such case the amount set forth in the preceding sentence with respect to the exchange or change of shares of Series B Preferred Stock shall be adjusted by multiplying such amount by a fraction, the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

Section 8. No Redemption. The shares of Series B Preferred Stock shall not be redeemable.

Section 9. Rank. The Series B Preferred Stock shall rank, with respect to the payment of dividends and the distribution of assets, junior to all series of any other class of the Corporation's Preferred Stock.

Section 10. Amendment. The Restated Certificate of Incorporation of the Corporation shall not be amended in any manner which would materially alter or change the powers, preferences or

special rights of the Series B Preferred Stock so as to affect them adversely without the affirmative vote of the holders of at least two-thirds of the outstanding shares of Series B Preferred Stock, voting together as a single class.

IN WITNESS WHEREOF, this Certificate of Designations is executed on behalf of the Corporation by its Chairman of the Board and attested by its Secretary this 20th day of October 1988.

William T. Alldredge
Vice President - Finance

Attest:

Roland E. Knecht
Secretary

Filed September 13, 1989
Delaware Secretary of State

CERTIFICATE OF AMENDMENT
OF
RESTATED CERTIFICATE OF INCORPORATION
OF
NEWELL CO.

Adopted in accordance with the provisions
of Section 242 of the General Corporation
Law of the State of Delaware

We, William T. Alldredge, Vice President, and Roland E. Knecht, Secretary, of Newell Co., a corporation existing under the laws of the State of Delaware, do hereby certify as follows:

FIRST: That the name of the corporation is Newell Co., formerly known as New Newell Co.

SECOND: That the date of filing the corporation's original Certificate of Incorporation by the Secretary of State of Delaware was the 23rd day of February, 1987, and that the Restated Certificate of Incorporation of the corporation was filed by the Secretary of State of Delaware on the 18th day of May, 1987.

THIRD: That the first sentence of Article Fourth of the Restated Certificate of Incorporation of said Corporation has been amended as follows:

FOURTH: The total number of shares which the Corporation shall have authority to issue is 110,000,000, consisting of 100,000,000 shares of

Common Stock of the par value of \$1.00 per share and 10,00,000 shares of Preferred Stock, consisting of 10,000 shares without par value and

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9,990,000 shares of the par value of \$1.00 per share.

FOURTH: That said amendment has been duly adopted in accordance with provisions of the General Corporation Law of the State of Delaware by the affirmative vote of the holders of a majority of all outstanding common and preferred stock entitled to vote at a meeting of stockholders.

IN WITNESS WHEREOF, we have signed this certificate this 28th day of June, 1989.

NEWELL CO.

William T. Alldredge
Vice President - Finance

ATTEST:

Roland E. Knecht
Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 10:00 AM 05/15/1991
911355135 - 2118347

CERTIFICATE OF AMENDMENT

OF

RESTATED CERTIFICATE OF INCORPORATION OF

NEWELL CO.

Adopted in accordance with the provisions
of Section 242 of the General Corporation
Law of the State of Delaware

We, William T. Alldredge, Vice President and Roland E. Knecht, Secretary, of Newell Co., a corporation existing under the laws of the State of Delaware, do hereby certify as follows:

FIRST: That the name of the corporation is Newell Co.

SECOND: That the date of filing the corporation's original Certificate of Incorporation by the Secretary of State of Delaware was the 23rd day of February, 1987, that the Restated Certificate of

Incorporation of the corporation was filed by the Secretary of State of Delaware on the 18th day of May, 1987, a Certificate of Amendment was filed by the Secretary of State of Delaware on the second day of July, 1987, and a Certificate of Amendment was filed by the Secretary of State of Delaware on 13th day of September, 1989.

THIRD: That the first sentence of Article Fourth of the Restated Certificate of Incorporation of said Corporation has been amended as follows:

FOURTH: The total number of shares which the Corporation shall have authority to issue is

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310,000,000, consisting of 300,000,000 shares of Common Stock of the par value of \$1.00 per share and 10,000,000 shares of Preferred Stock, consisting of 10,000 shares without par value, and 9,990,000 shares of the par value of \$1.00 per share.

FOURTH: That said amendment has been duly adopted in accordance with provisions of the General Corporation Law of the State of Delaware by the affirmative vote of the holders of a majority of all outstanding common and preferred stock entitled to vote at a meeting of stockholders.

IN WITNESS WHEREOF, we have signed this certificate this 9th day of May, 1991.

NEWELL CO.

William T. Alldredge
Vice President - Finance

ATTEST:

Roland E. Knecht
Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 10:00 AM 06/11/1991
911625086 - 2118347

AMENDED CERTIFICATE OF DESIGNATIONS AS TO THE RESOLUTION PROVIDING FOR THE POWERS, DESIGNATION, PREFERENCES AND RELATIVE, PARTICIPATING, OPTIONAL OR OTHER RIGHTS, AND THE QUALIFICATIONS, LIMITATIONS OR RESTRICTIONS THEREOF, AS ARE NOT STATED AND EXPRESSED IN THE RESTATED CERTIFICATE OF INCORPORATION OR IN ANY AMENDMENT THERETO, OF THE

JUNIOR PARTICIPATING PREFERRED STOCK, SERIES B

of

NEWELL CO.

Pursuant to Section 151 of the General
Corporation Law of the
State of Delaware

NEWELL CO., a corporation organized and existing under the General Corporation Law of the State of Delaware (hereinafter called the "Corporation"), hereby certifies that the following resolution was adopted by the Board of Directors of the Corporation as required by Section 151 of the General Corporation Law at a meeting duly called and held on February 14, 1991:

RESOLVED, that the first sentence of Section 1 of the Certificate of Designations as to the resolution providing for the powers, designation, preferences and relative, participating, optional or other rights, and the qualifications, limitations or restrictions thereof, as are not stated and expressed in the Restated Certificate of Incorporation or in any amendment thereto, of the Junior Participating Preferred Stock, Series B of Newell Co. (the "Certificate of Designations") which was filed in the Office of the Secretary of State of Delaware on October 31, 1988, is hereby amended to read as follows:

The shares of such series shall be designated as "Junior Participating Preferred Stock, Series B" (the "Series B Preferred Stock") and the number of shares constituting the Series B Preferred Stock shall be 5,000,000.

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IN WITNESS WHEREOF, this Amended Certificate of Designations is executed on behalf of the Corporation by its Vice President-Finance and attested by its Secretary this 5th day of June, 1991.

William T. Alldredge
Vice President - Finance

Attest:

Roland E. Knecht
Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:00 PM 11/03/1994
944211670 - 2118347

CERTIFICATE OF CHANGE OF REGISTERED AGENT

AND

REGISTERED OFFICE

* * * * *

Newell Co., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES

HEREBY CERTIFY:

The present registered agent of the corporation is United States Corporation Company and the present registered office of the corporation is in the county of Kent.

The Board of Directors of
adopted the following resolution on the 2nd day of November, 1994.

Resolved, that the registered office of Newell Co. in the state of Delaware be and it hereby is changed to Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, and the authorization of the present registered agent of this corporation be and the same is hereby withdrawn, and THE CORPORATION TRUST COMPANY, shall be and is hereby constituted and appointed the registered agent of this corporation at the address of its registered office.

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IN WITNESS WHEREOF, Newell Co. has caused this statement to be signed by Richard H. Wolff, its Secretary*, this 25th day of October 1994.

/s/ Richard H. Wolff

Secretary

(Title)

* Any authorized officer of the Chairman or Vice-Chairman of the Board of Directors may execute this certificate.

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED MAY 11, 1995

CERTIFICATE OF AMENDMENT

OF

RESTATED CERTIFICATE OF INCORPORATION OF

NEWELL CO.

Adopted in accordance with the provisions
of Section 242 of the General Corporation
Law of the State of Delaware

I, William T. Alldredge, Vice President-Finance of
Newell Co., a corporation existing under the laws of the State of

Delaware, do hereby certify as follows:

FIRST: That the name of the corporation is Newell Co.,
formerly known as New Newell Co.

SECOND: That the first sentence of Article Fourth of the
Restated Certificate of Incorporation of said Corporation has been
amended as follows:

FOURTH: The total number of shares which the
Corporation shall have authority to issue is
410,000,000, consisting of 400,000,000 shares of
Common Stock of the par value of \$1.00 per share
and 10,00,000 shares of Preferred Stock,
consisting of 10,000 shares without par value and

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9,990,000 shares of the par value of \$1.00 per
share.

THIRD: That said amendment has been duly adopted in
accordance with provisions of the General Corporation Law of the State
of Delaware by the affirmative vote of the holders of a majority of
all outstanding common and preferred stock entitled to vote at a
meeting of stockholders.

IN WITNESS WHEREOF, we have signed this certificate this
10th day of May, 1995.

NEWELL CO.

/s/ Dale L. Matschullat

Dale L. Matschullat

Vice President

(Title)

BY-LAWS
OF
NEWELL CO.

(a Delaware corporation)
(as amended February 6, 1995)

ARTICLE I

OFFICES

1.1 Registered Office. The registered office of the Corporation in the State of Delaware shall be located in the City of Dover and County of Kent. The Corporation may have such other offices, either within or without the State of Delaware, as the Board of Directors may designate or the business of the Corporation may require from time to time.

1.2 Principal Office in Illinois. The principal office of the Corporation in the State of Illinois shall be located in the City of Freeport and County of Stephenson.

ARTICLE II

STOCKHOLDERS

2.1 Annual Meeting. The annual meeting of stockholders shall be held each year at such time and date as the Board of Directors may designate prior to the giving of notice of such meeting, but if no such designation is made, then the annual meeting of stockholders shall be held on the second Wednesday in May of each year for the election of directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day.

2.2 Special Meetings. Special meetings of the stockholders, for any purpose or purposes, may be called by the Chairman, by the Board of Directors or by the President.

2.3 Place of Meeting. The Board of Directors may designate any place, either within or without the State of Delaware, as the place

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of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal office of the Corporation in the State of Illinois.

2.4 Notice of Meeting. Written notice stating the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, or in the case of a merger or consolidation of the Corporation requiring stockholder approval or a sale, lease or exchange of substantially all of the Corporation's property and assets, not less than twenty nor more than sixty days before the date of meeting, to each stockholder of record entitled to vote at such

meeting. If mailed, notice shall be deemed given when deposited in the United States mail, postage prepaid, directed to the stockholder at his address as it appears on the records of the Corporation. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken, unless the adjournment is for more than thirty days, or unless, after adjournment, a new record date is fixed for the adjourned meeting, in either of which cases notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

2.5 Fixing of Record Date. For the purpose of determining the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent (to the extent permitted, if permitted) to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. If no record date is fixed, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held, and the record date for determining stockholders for any other purpose shall be the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting unless the Board of Directors fixes a new record date for the adjourned meeting.

2.6 Voting Lists. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least ten days

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before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in his name, which list, for a period of ten days prior to such meeting, shall be kept on file either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held, and shall be open to the examination of any stockholder, for any purpose germane to the meeting, at any time during ordinary business hours. Such lists shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present. The stock ledger shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list of stockholders entitled to vote, or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

2.7 Quorum. The holders of shares of stock of the Corporation entitled to cast a majority of the total votes that all of the outstanding shares of stock of the Corporation would be entitled to cast at the meeting, represented in person or by proxy, shall constitute a quorum at any meeting of stockholders; provided, that if less than a majority of the outstanding shares of capital stock are represented at said meeting, a majority of the shares of capital stock so represented may adjourn the meeting. If a quorum is present, the affirmative vote of a majority of the votes entitled to be cast by the holders of shares of capital stock represented at the meeting shall be the act of the stockholders, unless a different number of votes is required by the General Corporation Law, the Certificate of Incorporation or these By-Laws. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might

have been transacted at the original meeting. Withdrawal of stockholders from any meeting shall not cause failure of a duly constituted quorum at that meeting.

2.8 Proxies. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for him by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period.

2.9 Voting of Stock. Each stockholder shall be entitled to such vote as shall be provided in the Certificate of Incorporation, or, absent provision therein fixing or denying voting rights, shall be entitled to one vote per share with respect to each matter submitted to a vote of stockholders.

2.10 Voting of Stock by Certain Holders. Persons holding stock in a fiduciary capacity shall be entitled to vote the shares so held.

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Persons whose stock is pledged shall be entitled to vote, unless in the transfer by the pledgor on the books of the Corporation he has expressly empowered the pledgee to vote thereon, in which case only the pledgee or his proxy may represent such stock and vote thereon. Stock standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent or proxy as the charter or by-laws of such corporation may prescribe or, in the absence of such provision, as the board of directors of such corporation may determine. Shares of its own capital stock belonging to the Corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held by the Corporation, shall neither be entitled to vote nor counted for quorum purposes, but shares of its capital stock held by the Corporation in a fiduciary capacity may be voted by it and counted for quorum purposes.

2.11 Voting by Ballot. Voting on any question or in any election may be by voice vote unless the presiding officer shall order or any stockholder shall demand that voting be by ballot.

ARTICLE III

DIRECTORS

3.1 General Powers. The business of the Corporation shall be managed by its Board of Directors.

3.2 Number, Tenure and Qualification. The number of directors of the Corporation shall be ten, and the term of office of each director shall be as set forth in the Certificate of Incorporation of the Corporation. Any director may resign at any time upon written notice to the Corporation. Directors need not be stockholders of the Corporation.

3.3 Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this By-Law, immediately after, and at the same place as, the annual meeting of stockholders. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Delaware, for the holding of additional regular meetings without other notice than such resolution.

3.4 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the Vice Chairman and Chief Executive Officer or any two directors. The person or persons authorized to call special meetings of the Board of Directors may fix

any place, either within or without the State of Delaware, as the

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place for holding any special meeting of the Board of Directors called by them.

3.5 Notice. Notice of any special meeting of directors, unless waived, shall be given, in accordance with Section 3.6 of the By-Laws, in person, by mail, by telegram or cable, by telephone, or by any other means that reasonably may be expected to provide similar notice. Notice by mail and, except in emergency situations as described below, notice by any other means, shall be given at least two (2) days before the meeting. For purposes of dealing with an emergency situation, as conclusively determined by the director(s) or officer(s) calling the meeting, notice may be given in person, by telegram or cable, by telephone, or by any other means that reasonably may be expected to provide similar notice, not less than two hours prior to the meeting. If the secretary shall fail or refuse to give such notice, then the notice may be given by the officer(s) or director(s) calling the meeting. Any meeting of the Board of Directors shall be a legal meeting without any notice thereof having been given, if all the directors shall be present at the meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, and no notice of a meeting shall be required to be given to any director who shall attend such meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

3.6 Notice to Directors. If notice to a director is given by mail, such notice shall be deemed to have been given when deposited in the United States mail, postage prepaid, addressed to the director at his address as it appears on the records of the Corporation. If notice to a director is given by telegram, cable or other means that provide written notice, such notice shall be deemed to have been given when delivered to any authorized transmission company, with charges prepaid, addressed to the director at his address as it appears on the records of the Corporation. If notice to a director is given by telephone, wireless, or other means of voice transmission, such notice shall be deemed to have been given when such notice has been transmitted by telephone, wireless or such other means to such number or call designation as may appear on the records of the Corporation for such director.

3.7 Quorum. Except as otherwise required by the General Corporation Law or by the Certificate of Incorporation, a majority of the number of directors fixed by these By-Laws shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, provided that, if less than a majority of such number of directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice. Interested directors may be counted in determining the

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presence of a quorum at a meeting of the Board of Directors or of a committee thereof.

3.8 Manner of Acting. The vote of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

3.9 Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all the members

of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

3.10 Vacancies. Vacancies on the Board of Directors, newly created directorships resulting from any increase in the authorized number of directors or any vacancies in the Board of Directors resulting from death, disability, resignation, retirement, disqualification, removal from office or other cause shall be filled in accordance with the provisions of the Certificate of Incorporation.

3.11 Compensation. The Board of Directors, by the affirmative vote of a majority of directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all directors for services to the Corporation as directors, officers, or otherwise. The directors may be paid their expenses, if any, of attendance at each meeting of the Board and at each meeting of any committee of the Board of which they are members in such manner as the Board of Directors may from time to time determine.

3.12 Presumption of Assent. A director of the Corporation who is present at a meeting of the Board of Directors or at a meeting of any committee of the Board at which action on any corporate matter is taken shall be conclusively presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation within 24 hours after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

3.13 Committees. By resolution passed by a majority of the whole Board, the Board of Directors may designate one or more committees, each such committee to consist of two or more directors of the Corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member of any meeting of the committee. Any such committee, to the extent provided in the resolution or in these By-

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Laws, shall have any may exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it. In the absence or disqualification of any member of such committee or committees, the member or members thereof present at the meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of such absent or disqualified member.

ARTICLE IV

OFFICERS

4.1 Number. The officers of the Corporation shall be a Chairman of the Board, a Vice Chairman and Chief Executive Officer, a President and Chief Operating Officer, one or more Group Presidents (the number thereof to be determined by the Board of Directors), one or more vice presidents (the number thereof to be determined by the Board of Directors), Treasurer, a Secretary and such Assistant Treasurers, Assistant Secretaries or other officers as may be elected by the Board of Directors.

4.2 Election and Term of Office. The officers of the Corporation shall be elected annually by the Board of Directors at the

first meeting of the Board of Directors held after each annual meeting of stockholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor is elected and has qualified or until his earlier resignation or removal. Any officer may resign at any time upon written notice to the Corporation. Election of an officer shall not of itself create contract rights, except as may otherwise be provided by the General Corporation Law, the Certificate of Incorporation of these By-Laws.

4.3 Removal. Any officer elected by the Board of Directors may be removed by the Board of Directors whenever in its judgement the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

4.4 Vacancies. A vacancy in any office occurring because of death, resignation, removal or otherwise, may be filled by the Board of Directors.

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4.5 The Chairman. The Chairman shall preside at all meetings of the Board of Directors. In general, he shall perform all duties incident to the office of Chairman and such other duties as may be prescribed by the Board of Directors from time to time.

4.6 The Vice Chairman and Chief Executive Officer. The Vice Chairman and Chief Executive Officer shall be the principal executive officer of the Corporation. Subject only to the Board of Directors, he shall be in charge of the business of the Corporation; he shall see that the resolutions and directions of the Board of Directors are carried into effect except in those instances in which that responsibility is specifically assigned to some other person by the Board of Directors; and, in general, he shall discharge all duties incident to the office of the chief executive officer of the Corporation and such other duties as may be prescribed by the Board of Directors from time to time. In the absence of the Chairman of the Board, the Vice Chairman and Chief Executive Officer shall preside at all meetings of the Board of Directors. The Vice Chairman and Chief Executive Officer shall have authority to vote or to refrain from voting any and all shares of capital stock of any other corporation standing in the name of the Corporation, by the execution of a written proxy, the execution of a written ballot, the execution of a written consent or otherwise, and, in respect to any meeting of the stockholders of such other corporation, and, on behalf of the Corporation, may waive any notice of the calling of any such meeting. The Vice Chairman and Chief Executive Officer shall perform such other duties as may be prescribed by the Board of Directors from time to time.

The Vice Chairman and Chief Executive Officer, or, in his absence, the President and Chief Operating Officer, the Vice President-Finance, the Vice President-Controller, the Treasurer or such other person as the Board of Directors or one of the preceding named officers shall designate, shall call any meeting of the stockholders of the Corporation to order and shall act as chairman of such meeting. In the event that no one of the Vice Chairman and Chief Executive Officer, the President and Chief Operating Officer, the Vice President-Finance, the Vice President-Controller, the Treasurer or a person designated by the Board of Directors or by one of the preceding named officers, is present, the meeting shall not be called to order until such time as there shall be present the Vice Chairman and Chief Executive Officer, the President and Chief Operating Officer, the Vice President-Finance, the Vice President-Controller, the Treasurer or a person designated by the Board of Directors or by one of the preceding named officers. The chairman of any meeting of the stockholders of this Corporation shall have plenary power to set the agenda, determine

the procedure and rules of order, and make definitive rulings at meetings of the stockholders. The Secretary or an Assistant Secretary of the Corporation shall act as secretary at all meetings of the stockholders, but in the absence of the Secretary or an Assistant

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Secretary, the chairman of the meeting may appoint any person to act as secretary of the meeting.

4.7 The President and Chief Operating Officer. The President and Chief Operating Officer shall be the principal operating officer of the Corporation and, subject only to the Board of Directors and to the Vice Chairman and Chief Executive Officer, he shall have general authority over and general management and control of the property, business and affairs of the Corporation. In general, he shall discharge all duties incident to the office of the principal operating officer of the Corporation and such other duties as may be prescribed by the Board of Directors and the Vice Chairman and Chief Executive Officer from time to time. In the absence of the Vice Chairman and Chief Executive Officer or in the event of his disability, or inability to act, or to continue to act, the President and Chief Operating Officer shall perform the duties of the Vice Chairman and Chief Executive Officer, and when so acting, shall have all of the powers of and be subject to all of the restrictions upon the office of Vice Chairman and Chief Executive Officer. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the Corporation or a different mode of execution is expressly prescribed by the Board of Directors or these By-Laws, he may execute for the Corporation certificates for its shares (the issue of which shall have been authorized by the Board of Directors), and any contracts, deeds, mortgages, bonds, or other instruments that the Board of Directors has authorized, and he may (without previous authorization by the Board of Directors) execute such contracts and other instruments as the conduct of the Corporation's business in its ordinary course requires, and he may accomplish such execution in each case either individually or with the Secretary, any Assistant Secretary, or any other officer thereunto authorized by the Board of Directors, according to the requirements of the form of the instrument. The President and Chief Operating Officer shall have authority to vote or to refrain from voting any and all shares of capital stock of any other corporation standing in the name of the Corporation, by the execution of a written proxy, the execution of a written ballot, the execution of a written consent or otherwise, and, in respect of any meeting of stockholders of such other corporation, and, on behalf of the Corporation, may waive any notice of the calling of any such meeting.

4.8 The Group Presidents. Each of the Group Presidents shall have general authority over and general management and control of the property, business and affairs of certain businesses of the Corporation. Each of the Group Presidents shall report to the President and Chief Operating Officer or such other officer as may be determined by the Board of Directors or the President and Chief Operating Officer and shall have such other duties and responsibilities as may be assigned to him by the President and Chief Operating Officer and the Board of Directors from time to time.

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4.9 The Vice Presidents. Each of the Vice Presidents shall report to the President and Chief Operating Officer or such other officer as may be determined by the Board of Directors or the President and Chief Operating Officer. Each Vice President shall have such duties and responsibilities as from time to time may be assigned to him by the President and Chief Operating Officer and the Board of

Directors.

4.10 The Treasurer. The Treasurer shall: (i) have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article V of these By-Laws; (ii) in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President and Chief Operating Officer or the Board of Directors. In the absence of the Treasurer, or in the event of his incapacity or refusal to act, or at the direction of the Treasurer, any Assistant Treasurer may perform the duties of the Treasurer.

4.11 The Secretary. The Secretary shall: (i) record all of the proceedings of the meetings of the stockholders and Board of Directors in one or more books kept for the purpose; (ii) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (iii) be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all certificates for shares of capital stock prior to the issue thereof and to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these By-Laws; (iv) keep a register of the post office address of each stockholder which shall be furnished to the Secretary by such stockholder; (v) have general charge of the stock transfer books of the Corporation and (vi) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President and Chief Operating Officer or the Board of Directors. In the absence of the Secretary, or in the event of his incapacity or refusal to act, or at the direction of the Secretary, any Assistant Secretary may perform the duties of Secretary.

ARTICLE V

CONTRACTS, LOANS, CHECKS AND DEPOSITS -----

5.1 Contracts. Except as otherwise determined by the Board of Directors or provided in these By-Laws, all deeds and mortgages made

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by the Corporation and all other written contracts and agreements to which the Corporation shall be a party shall be executed in its name by the Vice Chairman and Chief Executive Officer or the President and Chief Operating Officer or any Vice President so authorized by the Board of Directors.

5.2 Loans. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

5.3 Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

5.4 Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VI

CERTIFICATES FOR SHARES OF
CAPITAL STOCK AND THEIR TRANSFER

6.1 Certificates for Shares of Capital Stock. Certificates representing shares of capital stock of the Corporation shall be in such form as may be determined by the Board of Directors. Such certificates shall be signed by the Vice Chairman and Chief Executive Officer or the President and Chief Operating Officer or any Vice President and by the Treasurer or the Secretary or an Assistant Secretary. If any such certificate is countersigned by a transfer agent other than the Corporation or its employee, or by a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue. All certificates for share of capital stock shall be consecutively numbered or otherwise identified. The name of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the books of the Corporation. All certificates surrendered to the Corporation for transfer shall be

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cancelled and no new certificates shall be issued until the former certificate for a like number of shares shall have been surrendered and cancelled and no new certificates shall be issued until the former certificate for a like number of shares shall have been surrendered and cancelled, except that in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Corporation as the Board of Directors may prescribe.

6.2 Transfer Agents And Registers. The Board of Directors may appoint one or more transfer agents or assistant transfer agents and one or more registrars of transfers, and may require all certificates for shares of capital stock of the Corporation to bear the signature of a transfer agent and a registrar of transfers. The Board of Directors may at any time terminate the appointment of any transfer agent or any assistant transfer agent or any registrar of transfers.

ARTICLE VII

LIABILITY AND INDEMNIFICATION

7.1 Limited Liability of Directors.

(a) No person who was or is a director of this Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for breach of the duty of loyalty to the Corporation or its stockholders; (ii) for acts of omissions not in good faith or that involve intentional misconduct or know violation of law; (iii) under Section 174 of the General Corporation Law; or (iv) for any transaction from which the director derived any improper personal benefit. If the General Corporation Law is amended after the effective date of the By-Law to further eliminate or limit, or to the effective date of this By-Law to further eliminate or limit, or to authorize further elimination or limitation of, the personal liability of a director to this Corporation or its stockholders shall be eliminated or limited to the full extent permitted by the General Corporation Law, as so amended. For Purposes of this By-Law,

"fiduciary duty as a director" shall include any fiduciary duty arising out of serving at the request of this Corporation as a director of another corporation, partnership, joint venture, trust or other enterprise, and any liability to such other corporation, partnership, joint venture, trust or other enterprise, and any liability to this Corporation in its capacity as a security holder, joint venturer, partner, beneficiary, creditor, or investor of or in any such other corporation, partnership, joint venture, trust or other enterprise.

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(b) Any repeal or modification of the foregoing paragraph by the stockholders of this Corporation shall not adversely affect the elimination or limitation of the personal liability of a director for any act or omission occurring prior to the effective date of such repeal or modification. This provision shall not eliminate or limit the liability of a director for any act or omission occurring prior to the effective date of this By-Law.

7.2 Litigation Brought by Third Parties. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was or has agreed to become a director or officer of the Corporation; or is or was serving or has agreed to serve at the request of the Corporation as a director or officer of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, or by reason of any action alleged to have been taken or omitted in such capacity, against costs, charges and other expenses (including attorneys' fees) ("Expenses"), judgements, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding and any appeal thereof if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgement, order, settlement, conviction, or plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. For purposes of this By-Law, "serving or has agreed to serve at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise" shall include any service by a director or officer of the Corporation as a director, officer, employee, director or officer of the Corporation as a director, officer, employee, agent or fiduciary of such other corporation, partnership, joint venture trust or other enterprise, or with respect to any employee benefit plan (or its participants or beneficiaries) of the Corporation or any such other enterprise.

7.3 Litigation By or in the Right of the Corporation. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was or has agreed to become a director or officer of the Corporation, or is or

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was serving or has agreed to serve at the request of the Corporation

as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, or by reason of any action alleged to have been taken or omitted in such capacity against Expenses actually and reasonably incurred by him in connection with the investigation, defense or settlement of such action or suit and any appeal thereof if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such Expenses as the Court of Chancery of Delaware or such other court shall deem proper.

7.4 Successful Defense. To the extent that any person referred to in section 7.2 or 7.3 of these By-Laws has been successful on the merits or otherwise, including, without limitation, the dismissal of an action without prejudice, in defense of any action, suit or proceeding referred to therein or in defense of any claim, issue or matter therein, he shall be indemnified against Expenses actually and reasonably incurred by him in connection therewith.

7.5 Determination of Conduct. Any indemnification under section 7.2 or 7.3 of these By-Laws (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in section 7.2 or 7.3. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum (as defined in these By-laws) consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders.

7.6 Advance Payment. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding and any appeal upon receipt by the Corporation of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation.

7.7 Determination of Entitlement to Indemnification. The determination of the entitlement of any person to indemnification under section 7.2, 7.3 or 7.4 or to advancement of Expenses under

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section 7.6 of these By-Laws shall be made promptly, and in any event within 60 days after the Corporation has received a written request for payment from or on behalf of a director or officer and payment of amounts due under such sections shall be made immediately after such determination. If no disposition of such request is made within said 60 days or if payment has not been made within 10 days thereafter, or if such request is rejected, the right to indemnification or advancement of Expenses provided by this By-Law shall be enforceable by or on behalf of the director or officer in any court of competent jurisdiction. In addition to the other amounts due under this By-Law, Expenses incurred by or on behalf of a director or officer in successfully establishing his right to indemnification or advancement of Expenses, in whole or in part, in any such action (or settlement thereof) shall be paid by the Corporation.

7.8 By-Laws Not Exclusive: Change in Law. The indemnification and advancement of Expenses provided by these By-Laws shall not be deemed exclusive of any other rights to which those seeking

indemnification or advancement of Expenses may be entitled under any law (common or statutory), the Certificate of Incorporation, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, or while employed by or acting as a director or officer of the Corporation or as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person. Notwithstanding the provisions of these By-Laws, the Corporation shall indemnify or make advancement of Expenses to any person referred to in section 7.2 or 7.3 of this By-Law to the full extent permitted under the laws of Delaware and any other applicable laws, as they now exist or as they may be amended in the future.

7.9 Contract Rights. All rights to indemnification and advancement of Expenses provided by these By-Laws shall be deemed to be a contract between the Corporation and each director or officer of the Corporation who serves, served or has agreed to serve in such capacity, or at the request of the Corporation as director or officer of another corporation, partnership, joint venture, trust or other enterprise, at any time while these By-Laws and the relevant provisions of the General Corporation Law or other applicable law, if any, are in effect. Any repeal or modification of these By-Laws, or any repeal or modification of relevant provisions of the Delaware General Corporation Law or any other applicable law, shall not in any way diminish any rights to indemnification of or advancement of Expenses to such director or officer or the obligations of the Corporation.

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7.10 Insurance. The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was or has to become a director or officer of the Corporation, or is or was serving or has agreed to serve at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of these By-Laws.

7.11 Indemnification of Employees or Agents. The Board of DirectorS may, by resolution, extend the provisions of these By-Laws pertaining to indemnification and advancement of Expenses to any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that he is or was or has agreed to become an employee, agent or fiduciary of the Corporation or is or was serving or has agreed to serve at the request of the Corporation as a director, officer, employee, agent or fiduciary of another Corporation, partnership, joint venture, trust or other enterprise or with respect to any employee benefit plan (or its participants or beneficiaries) of the Corporation or any such other enterprise.

ARTICLE VIII

FISCAL YEAR

8.1 The fiscal year of the Corporation shall end on the thirty-first day of December in each year.

ARTICLE IX

DIVIDENDS

9.1 The Board of Directors may from time to time declare, and the Corporation may pay, dividends on its outstanding shares of capital stock in the manner and upon the terms and conditions provided by law and its Certificate of Incorporation.

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ARTICLE X

SEAL

10.1 The Board of Directors shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Corporation and the words "Corporate Seal, Delaware."

ARTICLE XI

WAIVER OF NOTICE

11.1 Whenever any notice whatever is required to be given under any provision of these By-Laws or of the Certificate of Incorporation or of the General Corporation Law, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting of stockholders shall constitute a waiver of notice of such meeting, except when the stockholder attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders need be specified in any written waiver of notice.

ARTICLE XII

AMENDMENTS

12.1 These By-Laws may be altered, amended or repealed and new By-Laws may be adopted at any meeting of the Board of Directors of the Corporation by a majority of the whole Board of Directors.

NEWELL CO.

364-DAY CREDIT AGREEMENT

Dated as of June 12, 1995

\$200,000,000

THE CHASE MANHATTAN BANK
(NATIONAL ASSOCIATION),
as Agent

CREDIT AGREEMENT

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This Table of Contents is not part of the Agreement to which it is attached but is inserted for convenience of reference only.

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364-DAY CREDIT AGREEMENT dated as of June 12, 1995 among:
NEWELL CO., a corporation duly organized and validly existing under
the laws of the State of Delaware (together with its successors, the
"Company"); each of the banks which is a signatory hereto (together
with its successors and permitted assigns, individually, a "Bank" and,
collectively, the "Banks"); and THE CHASE MANHATTAN BANK (NATIONAL
ASSOCIATION), as agent for the Banks (in such capacity, together with
its successors in such capacity, the "Agent").

The Company has requested that the Banks make loans to the
Company and certain designated Subsidiaries of the Company in United
States Dollars and in other currencies in an aggregate principal
amount not exceeding \$200,000,000 at any one time outstanding, and the
Banks are prepared to make such loans upon the terms hereof.
Accordingly, the parties hereto agree as follows:

SECTION 1. DEFINITIONS AND ACCOUNTING MATTERS.

1.01 Certain Defined Terms. As used herein, the following
terms shall have the following meanings (all terms defined in this
Section 1 or in other provisions of this Agreement in the singular to
have the same meanings when used in the plural and vice versa):

"Adjusted Operating Income" shall mean, for any period, for
the Company and its Subsidiaries (determined on a consolidated basis
without duplication in accordance with GAAP) the sum of (i) operating
income for such period plus (ii) net income (or minus in the case of
any net loss) from discontinued operations for such period plus (iii)
interest and dividends received in cash during such period; provided
that there shall be excluded from Adjusted Operating Income any income
of any Person that accrued prior to the date it becomes a Subsidiary
of the Company or is merged into or consolidated with the Company or

any Subsidiary of the Company.

"Agent's Account" shall mean (a) in respect of (i) Dollars, account number NYAO-DI-900-9-000002 maintained by the Agent with Chase at the Principal Office, (ii) Belgian Francs, account number 550877160077 maintained by Chase with Banque Paribas Belgique S.A. at World Trade Center Blvd., Emile Jacomain 162 BTE 2, 1210 Brussels, Belgium, (iii) Canadian Dollars, account number 1035908 maintained by Chase with Bank of Montreal at 34 Beaupre Place Boneventure, Montreal, Quebec, Canada, (iv) French Francs, account number 001014421280 maintained by Chase with Societe Generale at 29 Boulevard Haussmann, 75009 Paris, France, (v) Deutschemarks, account number 400887330900 maintained by Chase with Commerzbank, A.G., Neue Mainzer Strasse 32-36, 60311 Frankfurt am Main 1, Germany, (vi) Italian Lira, account number 15392/018 maintained by Chase with Cassa di Risparmio Provincie Lombarde S.p.A. at Via Monte di Pieta, 8-1 20121 Milan, Italy, (vii) Japanese Yen, account number 653-0418102 maintained by Chase with The Bank of Tokyo at Nihombashi, 6-3 Nihombashi Hongokucho, 1-chome, Chuo-ku, Tokyo 103-91, Japan and (viii) Pounds Sterling, account number 440/00/04403657 maintained by

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Chase with National Westminster Bank PLC at National Westminster Tower, 25 Old Broad Street, London EC2, England or (b) any other account in respect of any Alternative Currency as the Agent shall designate in a notice to the Company and the Banks.

"Agreed Alternative Currency" shall mean at any time any of Belgian Francs, Canadian Dollars, French Francs, Deutschemarks, Italian Lira, Japanese Yen and Pounds Sterling, so long as at such time, (i) such Currency is dealt with in the London interbank deposit market, (ii) such Currency is freely transferable and convertible into Dollars in the London foreign exchange market and (iii) no central bank or other governmental authorization in the country of issue of such Currency is required to permit use of such Currency by any Bank for making any Loan hereunder and/or to permit the relevant Borrower to borrow and repay the principal thereof and to pay the interest thereon, unless such authorization has been obtained.

"Alternative Currency" shall mean at any time any Agreed Alternative Currency and any other currency (other than Dollars) so long as at such time, (i) such Currency is dealt with in the London interbank deposit market, (ii) such Currency is freely transferable and convertible into Dollars in the London foreign exchange market and (iii) no central bank or other governmental authorization in the country of issue of such Currency is required to permit use of such Currency by any Bank for making any Loan hereunder and/or to permit the relevant Borrower to borrow and repay the principal thereof and to pay the interest thereon, unless such authorization has been obtained.

"Applicable Lending Office" shall mean (i) for each Bank and for each Type and Currency of Loan to any U.S. Borrower, the lending office of such Bank (or of an affiliate of such Bank) designated for such Type and Currency of Loan on the signature pages hereof or such other office of such Bank (or of an affiliate of such Bank) as such Bank may from time to time specify to the Agent and the Company and (ii) for each Bank and for each Type and Currency of Loan to any Foreign Borrower, the lending office of such Bank (or of an affiliate of such Bank) as such Bank shall specify to the Agent and the Company.

"Applicable Margin" shall mean:

(a) with respect to Base Rate Loans, 0%; and

(b) with respect to LIBOR Loans, 1/5 of 1%.

"Approved Borrower" shall mean any Wholly Owned Subsidiary of the Company as to which a Designation Letter has been delivered to the Agent and as to which a Termination Letter shall not have been delivered to the Agent, which Subsidiary has been approved as a borrower hereunder by all of the Banks, all in accordance with Section 2.04 hereof.

"ASC Receivables Sale Agreement" shall mean the receivables sale agreement dated December 3, 1991 among the Company as seller and collection agent, Asset Securitization Cooperative Corporation as purchaser and Canadian Imperial Bank of Commerce as administrative

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agent, as amended, supplemented and otherwise modified and in effect from time to time.

"Base Rate" shall mean, with respect to any Base Rate Loan, for any day, the higher of (a) the Federal Funds Rate for such day plus 1/2 of 1% and (b) the Prime Rate for such day.

"Base Rate Loans" shall mean Loans which bear interest based upon the Base Rate.

"Basel Accord" shall mean the proposals for risk-based capital framework described by the Basel Committee on Banking Regulations and Supervisory Practices in its paper entitled "International Convergence of Capital Measurement and Capital Standards" dated July 1988, as amended, supplemented and otherwise modified and in effect from time to time, or any replacement thereof.

"Basic Documents" shall mean this Agreement, the Notes, each Designation Letter and each Termination Letter.

"Belgian Francs" shall mean lawful money of the Kingdom of Belgium.

"Borrowers" shall mean the Company and each Approved Borrower.

"Business Day" shall mean any day (a) on which commercial banks are not authorized or required to close in New York City and (b) where such term is used in the definition of "Quarterly Dates" in this Section 1.01 and if such day relates to the giving of notices or quotes in connection with a LIBOR Auction or to a borrowing of, a payment or prepayment of principal of or interest on, or an Interest Period for, a LIBOR Loan or a LIBOR Market Loan or a notice by the Company with respect to any such borrowing, payment, prepayment or Interest Period, also on which dealings in deposits are carried out in the London interbank market and (c) if such day relates to a borrowing of, a payment or prepayment of principal of or interest on, or an Interest Period for, any Loan denominated in an Alternative Currency, or a notice by the Company with respect to any such borrowing, payment, prepayment or Interest Period, also on which foreign exchange trading is carried out in the London interbank market and on which banks are open in the place of payment in the country in whose Currency such Loan is denominated.

"Canadian Dollars" shall mean lawful money of Her Majesty in right of Canada.

"Capital Assets" shall mean all property, plant or equipment which has been reflected in property, plant or equipment in any consolidated balance sheet of the Company and its Subsidiaries prepared in accordance with GAAP.

"Capital Lease Obligations" shall mean, as to any Person,

the obligations of such Person to pay rent or other amounts under a lease of (or other agreement conveying the right to use) real and/or

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personal property which obligations are required to be classified and accounted for as a capital lease on a balance sheet of such Person under GAAP (including Statement of Financial Accounting Standards No. 13 of the Financial Accounting Standards Board) and, for purposes of this Agreement, the amount of such obligations shall be the capitalized amount thereof, determined in accordance with GAAP (including such Statement No. 13).

"Chase" shall mean The Chase Manhattan Bank (National Association).

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Commitment" shall mean, as to each Bank, the obligation of such Bank to make Syndicated Loans in an aggregate amount at any one time outstanding equal to the amount set opposite such Bank's name on the signature pages hereof under the caption "Commitment" (as the same may be reduced pursuant to Section 2.05 hereof). The original aggregate principal amount of the Commitments is \$200,000,000.

"Commitment Termination Date" shall mean the date 364 days after the date hereof, as the same may be extended pursuant to Section 2.11 hereof; provided that, if such date is not a Business Day, the Commitment Termination Date shall be the next preceding Business Day.

"Credit Extension" shall mean the making of any Loan hereunder.

"Currency" shall mean Dollars or any Alternative Currency.

"Default" shall mean an Event of Default or an event which with notice or lapse of time or both would become an Event of Default.

"Designation Letter" shall have the meaning assigned to such term in Section 2.04(a) hereof.

"Determination Date" shall mean, for any Disposition, the last day of the fiscal quarter ending on or immediately preceding the date of such Disposition.

"Deutschemarks" shall mean lawful money of the Federal Republic of Germany.

"Disposition" shall have the meaning assigned to that term in Section 8.07 hereof.

"Disposition Period" shall mean, for any Disposition, a period of twelve months ending on the date of such Disposition.

"Dollar Equivalent" shall mean, with respect to any Loan denominated in an Alternative Currency, the amount of Dollars that would be required to purchase the amount of the Alternative Currency of such Loan on the date such Loan is requested (or, in the case of Money Market Loans, the date of the related Money Market Quote

CREDIT AGREEMENT

Request), based upon the arithmetic mean (rounded upwards, if necessary, to the nearest 1/100 of 1%), as determined by the Agent, of the spot selling rate at which the Reference Banks offer to sell such Alternative Currency for Dollars in the London foreign exchange market at approximately 11:00 a.m. London time for delivery two Business Days later.

"Dollars" and "\$" shall mean lawful money of the United States of America.

"Drawers" shall have the meaning assigned to that term in the definition herein of the term "Existing Credit Agreements".

"Environmental Affiliate" shall mean, as to any Person, any other Person whose liability (contingent or otherwise) for any Environmental Claim such Person may have retained, assumed or otherwise become liable (contingently or otherwise), whether by contract, operation of law or otherwise; provided that each Subsidiary of such Person, and each former Subsidiary or division of such Person transferred to another Person, shall in any event be an "Environmental Affiliate" of such Person.

"Environmental Claim" shall mean, with respect to any Person, any notice, claim, demand or other communication (whether written or oral) by any other Person alleging or asserting liability of such Person for investigatory costs, cleanup costs, governmental response costs, damages to natural resources or other Property, personal injuries, fines or penalties arising out of, based on or resulting from (a) the presence, or release into the environment, of any hazardous material at any location, whether or not owned by such Person, or (b) circumstances forming the basis of any violation, or alleged violation, of any Environmental Law.

"Environmental Laws" shall mean any and all federal, state, local and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or other governmental restrictions relating to the environment or to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or wastes into the environment, including, without limitation, ambient air, surface water, ground water or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or wastes.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time.

"ERISA Affiliate" shall mean any corporation or trade or business which is a member of the same controlled group of corporations (within the meaning of Section 414(b) of the Code) as the Company or is under common control (within the meaning of Section 414(c) of the Code) with the Company.

CREDIT AGREEMENT

"Event of Default" shall have the meaning assigned to that term in Section 9 hereof.

"Existing Credit Agreements" shall mean (a) the Amended and Restated Credit Agreement dated as of August 13, 1993, amended and restated as of November 19, 1993, among the Company, Anchor Hocking Corporation, a Delaware corporation, Newell Operating Company, a

Delaware corporation (the "Drawers"), each of the banks party thereto and Chase, as agent for the banks thereunder, providing that said banks extend credit to the Company and the Drawers in an aggregate principal or face amount not exceeding \$300,000,000 at any one time outstanding, (b) the 364-Day Credit Agreement dated as of November 19, 1993 among the Company, the Drawers, each of the banks party thereto and Chase, as agent for the banks thereunder, providing that said banks extend credit to the Company and the Drawers in an aggregate principal or face amount not exceeding \$100,000,000 at any one time outstanding and (c) the 364-Day Credit Agreement dated as of August 11, 1994 among the Company, the Drawers, each of the banks party thereto and Chase, as agent for the banks thereunder, providing that said banks extend credit to the Company and the Drawers in an aggregate principal or face amount not exceeding \$100,000,000 at any one time outstanding, each as amended, supplemented and otherwise modified and in effect from time to time.

"Federal Funds Rate" shall mean, for any day, the rate per annum (rounded upwards, if necessary, to the nearest 1/100th of 1%) equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers on such day as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day, provided that (i) if the day for which such rate is to be determined is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (ii) if such rate is not so published for any day, the Federal Funds Rate for such day shall be the average rate charged to Chase on such day on such transactions as determined by the Agent.

"Final Risk-Based Capital Guidelines" shall mean (i) the Final Risk-Based Capital Guidelines of the Board of Governors of the Federal Reserve System (12 C.F.R. Part 208, Appendix A; 12 C.F.R. Part 225, Appendix A) and (ii) the Final Risk-Based Capital Guidelines of the Office of the Comptroller of the Currency, and any successor or supplemental regulations (12 C.F.R. Part 3, Appendix A), and any successor regulations, in each case, as amended, supplemented and otherwise modified and in effect from time to time.

"Foreign Borrower" shall mean any Approved Borrower that is not a U.S. Borrower.

"Foreign Currency Equivalent" shall mean, with respect to any amount in Dollars, the amount of any Alternative Currency that could be purchased with such amount of Dollars using the foreign exchange rate(s) specified in the definition of the term "Dollar Equivalent", as determined by the Agent.

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"French Francs" shall mean lawful money of the Republic of France.

"GAAP" shall mean generally accepted accounting principles applied on a basis consistent with those which, in accordance with the last sentence of Section 1.02(a) hereof, are to be used in making the calculations for purposes of determining compliance with the provisions of this Agreement.

"Guarantee" of any Person shall mean any guarantee, endorsement, contingent agreement to purchase or to furnish funds for the payment or maintenance of, or any other contingent liability on or with respect to, the Indebtedness, other obligations, net worth, working capital or earnings of any other Person (including, without limitation, the liability of such Person in respect of the Indebtedness of any partnership of which such Person is a general

partner), or the guarantee by such Person of the payment of dividends or other distributions upon the stock of any other Person, or the agreement by such Person to purchase, sell or lease (as lessee or lessor) property, products, materials, supplies or services primarily for the purpose of enabling any other Person to make payment of its obligations or to assure a creditor against loss, and the verb "Guarantee" shall have a correlative meaning, provided that the term "Guarantee" shall not include endorsements for collection or deposits in the ordinary course of business.

"Indebtedness" shall mean, as to any Person at any date (without duplication): (i) indebtedness created, issued, incurred or assumed by such Person for borrowed money or evidenced by bonds, debentures, notes or similar instruments; (ii) all obligations of such Person to pay the deferred purchase price of property or services, excluding, however, trade accounts payable (other than for borrowed money) arising in, and accrued expenses incurred in, the ordinary course of business of such Person so long as such trade accounts payable are paid within 120 days of the date the respective goods are delivered or the services are rendered; (iii) all Indebtedness of others secured by a Lien on any asset of such Person, whether or not such Indebtedness is assumed by such Person; (iv) all Indebtedness of others Guaranteed by such Person; (v) all Capital Lease Obligations; (vi) the Investment Amount (if any); (vii) reimbursement obligations of such Person (whether contingent or otherwise) in respect of bankers acceptances, surety or other bonds and similar instruments (other than commercial, standby or performance letters of credit); and (viii) unpaid reimbursement obligations of such Person (other than contingent obligations) in respect of commercial, standby or performance letters of credit.

"Indenture" shall mean the Indenture dated as of April 15, 1992 between the Company and Chase, as trustee, as amended and in effect from time to time.

"Interest Coverage Ratio" shall mean, for any period, the ratio of (i) the Adjusted Operating Income for such period to (ii) Interest Expense for such period.

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"Interest Expense" shall mean, for any period, the sum, for the Company and its Subsidiaries (determined on a consolidated basis without duplication in accordance with GAAP), of (a) all interest paid during such period in cash, or accrued during such period as an expense, in respect of Indebtedness (including, without limitation, imputed interest on Capital Lease Obligations and amortization of original issue discount) plus (b) all fees or commissions and net losses payable during such period in respect of any bankers acceptances, surety bonds, letters of credit or similar instruments plus (c) the aggregate amount of fees and expenses paid by the Company during such period pursuant to Article V of the ASC Receivables Sale Agreement (other than legal fees and expenses paid pursuant to Section 5.2 thereof and the amount of any Collection Agent Fee (as such term is defined therein) retained by the Company in its capacity as Collection Agent (as such term is defined therein) pursuant to Section 5.1.4 thereof) plus (d) comparable fees and expenses paid by the Company during such period under any other Receivables Sales Agreement.

"Interest Period" shall mean:

(a) with respect to any LIBOR Loan, each period commencing on the date such LIBOR Loan is made and ending on the numerically corresponding day in the first, second, third or sixth calendar month thereafter, as the Company (on its own behalf and on behalf of any

other Borrower) may select as provided in Section 2.02 hereof, except that each Interest Period that commences on the last Business Day of a calendar month (or on any day for which there is no numerically corresponding day in the appropriate subsequent calendar month) shall end on the last Business Day of the appropriate subsequent calendar month.

(b) With respect to any Base Rate Loan, the period commencing on the date such Base Rate Loan is made and ending on the date 30 days thereafter.

(c) With respect to any Set Rate Loan, the period commencing on the date such Set Rate Loan is made and ending on any Business Day up to 180 days thereafter, as the Company may select as provided in Section 2.03(b) hereof.

(d) With respect to any LIBOR Market Loan, the period commencing on the date such LIBOR Market Loan is made and ending on the numerically corresponding day in the first, second, third or sixth calendar month thereafter, as the Company may select as provided in Section 2.03(b) hereof, except that each Interest Period which commences on the last Business Day of a calendar month (or any day for which there is no numerically corresponding day in the appropriate subsequent calendar month) shall end on the last Business Day of the appropriate subsequent calendar month.

Notwithstanding the foregoing: (i) if any Interest Period would otherwise commence before and end after the Commitment Termination Date, such Interest Period shall not be available hereunder; (ii) each Interest Period which would otherwise end on a day which is not a

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Business Day shall end on the next succeeding Business Day (or, in the case of an Interest Period for any LIBO Rate Loans, if such next succeeding Business Day falls in the next succeeding calendar month, on the next preceding Business Day); and (iii) notwithstanding clause (i) above, no Interest Period for any LIBO Rate Loans shall have a duration of less than one month and, if the Interest Period for any such Loans would otherwise be a shorter period, such Loans shall not be available hereunder.

"Investment Amount" shall mean the amount described in (i) clause (1) of the definition of "Investment" in the ASC Receivables Sale Agreement or (ii) any comparable provision in any other Receivables Sales Agreement.

"Italian Lira" shall mean lawful money of the Republic of Italy.

"Japanese Yen" shall mean lawful money of Japan.

"Jurisdiction" shall mean, with respect to any Borrower, the country or countries (including any political subdivision or taxing authority thereof or therein) under whose laws such Borrower is organized or where such Borrower is domiciled, resident or licensed or otherwise qualified to do business or where any significant part of the Property of such Borrower is located.

"LIBO Base Rate" shall mean, with respect to any LIBO Rate Loan in any Currency:

(a) the rate per annum (rounded upwards, if necessary, to the nearest 1/16 of 1%) appearing on the Screen for such Currency as the London Interbank Offered Rate for deposits in such Currency at approximately 11:00 a.m. London time (or as soon thereafter as practicable) two Business Days prior to the

first day of the Interest Period for such Loan; or

(b) if such rate does not appear on the Screen (or, if the Screen shall cease to be publicly available or if the information contained on the Screen, in the Agent's reasonable judgment, shall cease accurately to reflect such London Interbank Offered Rate, as reported by any publicly available source of similar market data selected by the Agent that, in the Agent's reasonable judgment, accurately reflects such London Interbank Offered Rate), the LIBO Base Rate shall mean, with respect to any LIBO Rate Loan for any Interest Period, the arithmetic mean, as determined by the Agent, of the rate per annum (rounded upwards, if necessary, to the nearest 1/16 of 1%) quoted by each Reference Bank at approximately 11:00 a.m. London time (or as soon thereafter as practicable) two Business Days prior to the first day of the Interest Period for such Loan for the offering by such Reference Bank to leading banks in the London interbank market of deposits in such Currency having a term comparable to such Interest Period and in an amount comparable to the principal amount of the LIBO Rate Loan to be made by such Reference Bank (or its Applicable Lending Office, as the case may be) for such

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Interest Period; provided that (i) if any Reference Bank is not participating in any LIBOR Loan, the LIBO Base Rate for such Loan shall be determined by reference to the amount of the Loan which such Reference Bank would have made had it been participating in such Loans, (ii) in determining the LIBO Base Rate with respect to any LIBOR Market Loan, each Reference Bank shall be deemed to have made a LIBOR Market Loan in an amount equal to \$1,000,000, (iii) each Reference Bank agrees to use its best efforts to furnish timely information to the Agent for purposes of determining the LIBO Base Rate and (iv) if any Reference Bank does not furnish such timely information for determination of the LIBO Base Rate, the Agent shall determine such interest rate on the basis of timely information furnished by the remaining Reference Banks.

"LIBO Rate" shall mean, for any LIBO Rate Loan, a rate per annum (rounded upwards, if necessary, to the nearest 1/100 of 1%) determined by the Agent to be equal to the LIBO Base Rate for the Interest Period for such Loan divided by 1 minus the Reserve Requirement for such Loan for such Interest Period.

"LIBO Rate Loans" shall mean LIBOR Loans and LIBOR Market Loans.

"LIBOR Auction" shall mean a solicitation of Money Market Quotes setting forth Money Market Margins based on the LIBO Rate pursuant to Section 2.03 hereof.

"LIBOR Loans" shall mean Syndicated Loans interest rates on which are determined on the basis of LIBO Rates.

"LIBOR Market Loans" shall mean Money Market Loans the interest rates on which are determined on the basis of LIBO Rates pursuant to a LIBOR Auction.

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

"Loans" shall mean Money Market Loans and Syndicated Loans.

"Majority Banks" shall mean Banks having at least 66-2/3% of (i) the aggregate amount of the Commitments and (ii) if the Commitments shall have been terminated, the aggregate outstanding principal amount of all Loans.

"Material Adverse Effect" shall mean a material adverse effect on (i) the consolidated financial condition, operations, business or prospects of the Company and its Subsidiaries (taken as a whole), (ii) the ability of the Company or any Approved Borrower that is a Significant Subsidiary to perform its obligations under any of

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the Basic Documents to which it is a party or (iii) the validity or enforceability of any of the Basic Documents.

"Money Market Borrowing" shall have the meaning assigned to that term in Section 2.03(b) hereof.

"Money Market Loan Limit" shall have the meaning assigned to that term in Section 2.03(c) (ii) hereof.

"Money Market Loans" shall mean the loans provided for by Section 2.03 hereof.

"Money Market Margin" shall have the meaning assigned to that term in Section 2.03(c) (ii) (C) hereof.

"Money Market Quote" shall have the meaning assigned to that term in Section 2.03(c) hereof.

"Money Market Quote Request" shall have the meaning assigned to that term in Section 2.03(b) hereof.

"Money Market Rate" shall have the meaning assigned to that term in Section 2.03(c) (ii) (D) hereof.

"Multiemployer Plan" shall mean a Plan defined as such in Section 3(37) of ERISA to which contributions are being made, or have been made since January 1, 1980 by the Company or any ERISA Affiliate and which is covered by Title IV of ERISA.

"Net Worth" shall mean, at any time, the consolidated stockholders' equity of the Company and its Subsidiaries determined on a consolidated basis without duplication in accordance with GAAP.

"Non-Strategic Property" shall mean Property acquired as part of the acquisition of a business made after the date hereof that is designated by resolution of the Board of Directors of the Company adopted no later than six months after such acquisition as non-strategic Property.

"Notes" shall mean the promissory notes provided for by Section 2.09 hereof.

"Obligor" shall mean the Company, in its capacity as a Borrower hereunder and in its capacity as a guarantor of Loans made to any Approved Borrower under Section 11 hereof, and each Approved Borrower.

"Other Agreement" shall mean the Five-Year Credit Agreement dated as of even date herewith among the Company, the banks party thereto and Chase as agent for such banks, as the same may be modified and supplemented and in effect from time to time.

"PBGC" shall mean the Pension Benefit Guaranty Corporation or any entity succeeding to any or all its functions under ERISA.

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"Person" shall mean an individual, a corporation, a company, a voluntary association, a partnership, a trust, an unincorporated organization or a government or any agency, instrumentality or political subdivision thereof.

"Plan" shall mean an employee benefit or other plan established or maintained by the Company or any ERISA Affiliate and which is covered by Title IV of ERISA, other than a Multiemployer Plan.

"Post-Default Rate" shall mean, in respect of any principal of any Loan or any other amount payable by any Borrower under this Agreement or any Note which is not paid when due (whether at stated maturity, by acceleration or otherwise), a rate per annum during the period commencing on the due date until such amount is paid in full equal to the sum of 2% plus the Base Rate as in effect from time to time plus the Applicable Margin for Base Rate Loans (provided that, if such amount in default is principal of a LIBO Rate Loan or a Set Rate Loan and the due date is a day other than the last day of the Interest Period therefor, the "Post-Default Rate" for such principal shall be, for the period commencing on the due date and ending on the last day of the Interest Period therefor, 2% above the interest rate for such Loan as provided in Section 3.02 hereof and, thereafter, the rate provided for above in this definition).

"Pounds Sterling" shall mean lawful money of England.

"Prime Rate" shall mean the rate of interest from time to time announced by Chase at the Principal Office as its prime commercial lending rate.

"Principal Office" shall mean the principal office of Chase presently located at 1 Chase Manhattan Plaza, New York, New York 10081.

"Property" shall mean any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible (including, without limitation, shares of capital stock).

"Quarterly Dates" shall mean the last Business Day of each March, June, September and December, the first of which shall be the first such day after the date of this Agreement.

"Receivables Sale Agreement" shall mean (i) the ASC Receivables Sale Agreement and (ii) any other comparable agreement providing for the periodic sales of accounts receivable.

"Reference Banks" shall mean Chase, Morgan Guaranty Trust Company of New York and Royal Bank of Canada.

"Regulation D" shall mean Regulation D of the Board of Governors of the Federal Reserve System (or any successor), as the same may be amended or supplemented from time to time.

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"Regulatory Change" shall mean, with respect to any Bank, any change after the date of this Agreement in United States Federal, state or foreign law or regulations (including Regulation D) or the adoption or making after such date of any interpretations, directives or requests applying to a class of banks including such Bank of or under any United States Federal, state or foreign law or regulations (whether or not having the force of law) by any court or governmental or monetary authority charged with the interpretation or administration thereof.

"Reserve Requirement" shall mean, for any Interest Period for any LIBO Rate Loan, the effective maximum rate at which reserves (including any marginal, supplemental or emergency reserves) are required to be maintained during such Interest Period under Regulation D by member banks of the Federal Reserve System in New York City with deposits exceeding one billion Dollars against "Eurocurrency liabilities" (as such term is used in Regulation D). Without limiting the effect of the foregoing, the Reserve Requirement shall reflect any other reserves required to be maintained by such member banks by reason of any Regulatory Change against (i) any category of liabilities which includes deposits by reference to which the LIBO Base Rate is to be determined or (ii) any category of extensions of credit or other assets which includes LIBO Rate Loans.

"Screen" shall mean, with respect to any Currency, the relevant Telerate Page on which appears the London Interbank Offered Rate for deposits in such Currency; provided that, if there is no such Telerate Page, the relevant Reuters Screen Page will be substituted.

"Set Rate Auction" shall mean a solicitation of Money Market Quotes setting forth Money Market Rates pursuant to Section 2.03 hereof.

"Set Rate Loans" shall mean Money Market Loans the interest rates on which are determined on the basis of Money Market Rates pursuant to a Set Rate Auction.

"Significant Subsidiary" shall mean, at any time, any Subsidiary of the Company if the revenues of such Subsidiary and its Subsidiaries for the four consecutive fiscal quarters of such Subsidiary most recently ended (determined on a consolidated basis without duplication in accordance with GAAP and whether or not such Person was a Subsidiary of the Company during all or any part of the fiscal period of the Company referred to below) exceed an amount equal to 7-1/2% of the revenues of the Company and its Subsidiaries for the four consecutive fiscal quarters of the Company most recently ended (determined on a consolidated basis without duplication in accordance with GAAP and including such Subsidiary and its Subsidiaries on a pro forma basis of such Subsidiary was not a Subsidiary of the Company).

"Subsidiary" of any Person shall mean any corporation of which at least a majority of the outstanding shares of stock having by the terms thereof ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether or not at the time stock of any other class or classes of such corporation

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shall have or might have voting power by reason of the happening of any contingency) is at the time directly or indirectly owned or controlled by such Person and/or one or more of the Subsidiaries of such Person. "Wholly-Owned Subsidiary" shall mean any such corporation of which all such shares, other than directors' qualifying shares or shares held by nominees to satisfy any requirement as to

minimum number of shareholders, are so owned or controlled.

"Syndicated Loans" shall mean the loans provided for by Section 2.01 hereof.

"Syndicated Notes" shall mean the promissory notes provided for by Section 2.09(a) hereof.

"Taxes" shall have the meaning assigned to such term in Section 5.06(a) hereof.

"Termination Letter" shall have the meaning assigned to such term in Section 2.04(a) hereof.

"Total Capital" shall mean the sum of (i) Net Worth plus (ii) Total Indebtedness.

"Total Consolidated Assets" shall mean, as at any time, the total of all the assets appearing on the consolidated balance sheet of the Company and its Subsidiaries determined in accordance with generally accepted accounting principles applicable to the type of business in which the Company and such Subsidiaries are engaged, and may be determined as of a date, selected by the Company, not more than sixty days prior to the happening of the event for which such determination is being made.

"Total Indebtedness" shall mean, as at any time, the total Indebtedness of the Company and its Subsidiaries determined on a consolidated basis without duplication.

"Type" shall have the meaning assigned to such term in Section 1.03 hereof.

"U.S. Borrower" shall mean the Company and any Approved Borrower that is incorporated under the laws of the United States of America or any State thereof or the District of Columbia.

"Wholly-Owned Subsidiary" shall have the meaning assigned to such term in the definition of the term "Subsidiary".

1.02 Accounting Terms and Determinations.

(a) All accounting terms used herein shall be interpreted, and, unless otherwise disclosed to the Banks in writing at the time of delivery thereof in the manner described in subsection (b) below, all financial statements and certificates and reports as to financial matters required to be delivered to the Banks hereunder shall be prepared, in accordance with generally accepted accounting principles applied on a basis consistent with those used in the preparation of the latest financial statements furnished to the Banks hereunder after

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the date hereof (or, until such financial statements are furnished, consistent with those used in the preparation of the financial statements referred to in Section 7.02(a) hereof). All calculations made for the purposes of determining compliance with the terms of Sections 8.07(a)(vii), 8.10 and 8.11 hereof shall, except as otherwise expressly provided herein, be made by application of generally accepted accounting principles applied on a basis consistent with those used in the preparation of the annual or quarterly financial statements furnished to the Banks pursuant to Section 8.01 hereof (or, until such financial statements are furnished, consistent with those used in the preparation of the financial statements referred to in Section 7.02(a) hereof) unless (i) the Company shall have objected to determining such compliance on such basis at the time of delivery of such financial statements or (ii) the Majority Banks shall so object in writing within 30 days after delivery of such financial statements,

in either of which events such calculations shall be made on a basis consistent with those used in the preparation of the latest financial statements as to which such objection shall not have been made (which, if objection is made in respect of the first financial statements delivered under Section 8.01 hereof, shall mean the financial statements referred to in Section 7.02(a) hereof).

(b) The Company shall deliver to the Banks at the same time as the delivery of any annual or quarterly financial statement under Section 8.01 hereof (i) a description in reasonable detail of any material variation between the application of accounting principles employed in the preparation of such statement and the application of accounting principles employed in the preparation of the next preceding annual or quarterly financial statements as to which no objection has been made in accordance with the last sentence of subsection (a) above and (ii) reasonable estimates of the difference between such statements arising as a consequence thereof.

(c) To enable the ready and consistent determination of compliance with the covenants set forth in Section 8 hereof, the Company shall not change the last day of its fiscal year from December 31, or the last days of the first three fiscal quarters in each of its fiscal years from March 31, June 30 and September 30, respectively.

1.03 Types of Loans. Loans hereunder are distinguished by "Type" and by "Currency". The "Type" of a Loan refers to whether such Loan is a Base Rate Loan, a LIBOR Loan, a Set Rate Loan or a LIBOR Market Loan, each of which constitutes a Type. Loans may be identified by both Type and Currency.

SECTION 2. COMMITMENTS.

2.01 Syndicated Loans. Each Bank severally agrees, on the terms of this Agreement, to make loans to any Borrower in Dollars or in any of the Agreed Alternative Currencies during the period from and including the date hereof to and including the Commitment Termination Date in an aggregate principal amount at any one time outstanding up to but not exceeding the amount of such Bank's Commitment as then in effect. Subject to the terms of this Agreement, during such period

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the Company may borrow, repay and reborrow the amount of the Commitments by means of Base Rate Loans in Dollars and LIBOR Loans in Dollars or any Agreed Alternative Currency; provided that the aggregate outstanding principal amount of all Syndicated Loans at any one time shall not exceed the aggregate amount of the Commitments at such time; and provided, further, that there may be no more than twenty (20) different Interest Periods for both Syndicated Loans and Money Market Loans outstanding at the same time (for which purpose Interest Periods described in different lettered clauses of the definition of the term "Interest Period" shall be deemed to be different Interest Periods even if they are coterminous). For purposes of determining whether the amount of any borrowing under this Section 2.01 would, together with all other outstanding Syndicated Loans, exceed the Commitments and, for purposes of determining the unused portion of the Commitments, the amount of each Syndicated Loan denominated in an Agreed Alternative Currency shall be deemed to be the Dollar Equivalent of the amount in the Agreed Alternative Currency of such Loan.

2.02 Borrowings of Syndicated Loans. The Company (on its own behalf and on behalf of any other Borrower) shall give the Agent (which shall promptly notify the Banks) notice of each borrowing hereunder of Syndicated Loans, which notice shall be irrevocable and effective only upon receipt by the Agent, shall specify with respect

to the Syndicated Loans to be borrowed (i) the Agreed Alternative Currency or Currencies in which such Loans are to be made and the account of the relevant Borrower maintained with a commercial bank in the country in whose Currency such Loans are denominated at which such Loans are to be made available to such Borrower, (ii) the aggregate amount in Dollars or, in the case of Loans in Agreed Alternative Currencies, in such Agreed Alternative Currency, which shall be at least \$1,000,000 in the case of Base Rate Loans and \$5,000,000 in the case of LIBOR Loans (or in either case an integral multiple of \$1,000,000 in excess thereof) or, in the case of LIBOR Loans in an Agreed Alternative Currency, the Foreign Currency Equivalent thereof (rounded to the nearest 1000 units of such Alternative Currency), (iii) the Type and date (which shall be a Business Day) and (iv) (in the case of LIBOR Loans) the duration of the Interest Period therefor, and each such notice shall be given not later than 11:00 a.m. New York time on the day which is not less than the number of Business Days prior to the date of such borrowing specified below opposite the type of such Loans:

Type -----	Number of Business Days -----
Base Rate Loans	0
LIBOR Loans in Dollars	3
LIBOR Loans in Alternative Currencies	5

Not later than 2:00 p.m. New York time (in the case of Loans denominated in Dollars) or 11:00 a.m. local time in the location of the Agent's Account (in the case of Loans denominated in an Agreed Alternative Currency) on the date specified for each borrowing of Syndicated Loans hereunder, each Bank shall, subject to Section

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4.01(a) hereof, make available the amount of the Syndicated Loan or Loans to be made by it on such date to the Agent, at the Agent's Account for the Currency of such Loans in immediately available funds, for account of the relevant Borrower. The amount so received by the Agent shall, subject to the terms and conditions of this Agreement, promptly be made available to the relevant Borrower by depositing the same, in immediately available funds, in an account of the relevant Borrower designated by the Company.

2.03 Money Market Loans.

(a) In addition to borrowings of Syndicated Loans, the Company (on its own behalf and on behalf of any other Borrower) may, as set forth in this Section 2.03, request the Banks to make offers to make LIBOR Market Loans to such Borrower in Dollars or in any Alternative Currency or Set Rate Loans in Dollars. The Banks may, but shall have no obligation to, make such offers and such Borrower may, but shall have no obligation to, accept any such offers in the manner set forth in this Section 2.03. Money Market Loans may be LIBOR Market Loans or Set Rate Loans (each a "Type" of Money Market Loan), provided that there may be no more than twenty (20) different Interest Periods for both Syndicated Loans and Money Market Loans outstanding at the same time (for which purpose Interest Periods described in different lettered clauses of the definition of the term "Interest Period" shall be deemed to be different Interest Periods even if they are coterminous).

(b) When any Borrower wishes to request offers to make Money Market Loans, the Company (on its own behalf and on behalf of any other Borrower) shall give the Agent (which shall promptly notify the Banks) notice in the form of Exhibit E hereto (a "Money Market Quote Request") so as to be received no later than 11:00 a.m. New York time on (x) the fifth Business Day prior to the date of borrowing

proposed therein in the case of a LIBOR Auction or (y) the Business Day next preceding the date of borrowing proposed therein, in the case of a Set Rate Auction, specifying:

(i) the name of the Borrower, the Currency of such borrowing and the proposed date of such borrowing (a "Money Market Borrowing"), which shall be a Business Day;

(ii) the aggregate amount of such Money Market Borrowing, which shall be at least \$5,000,000 (or an integral multiple of \$1,000,000 in excess thereof) or, in the case of Money Market Loans in an Alternative Currency, the Foreign Currency Equivalent thereof (rounded to the nearest 1,000 units of such Alternative Currency);

(iii) the duration of the Interest Period applicable thereto; and

(iv) whether the Money Market Quotes requested are to set forth a Money Market Margin or a Money Market Rate.

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The Company (on its own behalf and on behalf of any other Borrower) may request offers to make Money Market Loans for up to fifteen (15) different Interest Periods in a single Money Market Quote Request; provided that the request for each separate Interest Period shall be deemed to be a separate Money Market Quote Request for a separate Money Market Borrowing. Except as otherwise provided in the preceding sentence, no Money Market Quote Request shall be given within five Business Days of any other Money Market Quote Request.

(c) (i) Any Bank may, by notice to the Agent in the form of Exhibit F hereto (a "Money Market Quote"), submit an offer to make a Money Market Loan in response to any Money Market Quote Request; provided that, if the request under Section 2.03(b) hereof specified more than one Interest Period, such Bank may make a single submission containing a separate offer for each such Interest Period and each such separate offer shall be deemed to be a separate Money Market Quote. Each Money Market Quote must be submitted to the Agent not later than (x) 2:00 p.m. (or, in the case of Money Market Loans in an Alternative Currency, 11:00 a.m.) New York time on the fourth Business Day prior to the proposed date of borrowing, in the case of a LIBOR Auction or (y) 11:00 a.m. New York time on the proposed date of borrowing, in the case of a Set Rate Auction; provided that any Money Market Quote submitted by Chase (or its Applicable Lending Office) may be submitted, and may only be submitted, if Chase (or such Applicable Lending Office) notifies the Company of the terms of the offer contained therein not later than (x) 1:00 p.m. (or, in the case of Money Market Loans in an Alternative Currency, 10:00 a.m.) New York time on the fourth Business Day prior to the proposed date of borrowing, in the case of a LIBOR Auction or (y) 10:45 a.m. New York time on the proposed date of borrowing, in the case of a Set Rate Auction. Subject to Sections 5.03, 6.03 and 9 hereof, any Money Market Quote so made shall be irrevocable except with the written consent of the Agent given on the instructions of the Company.

(ii) Each Money Market Quote shall specify:

(A) the name of the Borrower, the Currency of such borrowing, the proposed date of borrowing and the Interest Period therefor;

(B) the principal amount of the Money Market Loan for which each such offer is being made, which principal amount

(x) may be greater than or less than the Commitment of the quoting Bank, (y) must be in an integral multiple of \$1,000,000 or, in the case of a Money Market Loan in an Alternative Currency, the Foreign Currency Equivalent thereof (rounded to the nearest 1,000 units of such Alternative Currency), and (z) may not exceed the principal amount of the Money Market Borrowing for which offers were requested;

(C) in the case of a LIBOR Auction, the margin above or below the applicable LIBO Rate (the "Money Market Margin") offered for each such Money Market Loan, expressed

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as a percentage (rounded to the nearest 1/10,000th of 1%) to be added to or subtracted from the applicable LIBO Rate;

(D) in the case of a Set Rate Auction, the rate of interest per annum (rounded to the nearest 1/10,000th of 1%) (the "Money Market Rate") offered for each such Money Market Loan; and

(E) the identity of the quoting Bank.

No Money Market Quote shall contain qualifying, conditional or similar language or propose terms other than or in addition to those set forth in the applicable Money Market Quote Request and, in particular, no Money Market Quote may be conditioned upon acceptance by the Company of all (or some specified minimum) of the principal amount of the Money Market Loan for which such Money Market Quote is being made; provided that the submission of any Bank containing more than one Money Market Quote may be conditioned on the Company not accepting offers contained in such submission that would result in such Bank making Money Market Loans pursuant thereto in excess of a specified aggregate amount (the "Money Market Loan Limit").

(d) The Agent shall (x) in the case of a Set Rate Auction, as promptly as practicable after the Money Market Quote is submitted (but in any event not later than 11:15 a.m. New York time) or (y) in the case of a LIBOR Auction, by 4:00 p.m. (or, in the case of Money Market Loans in an Alternative Currency, noon) New York time on the day a Money Market Quote is submitted, notify the Company (which will promptly notify the relevant Borrower if it is not the Company) of the terms (i) of any Money Market Quote submitted by a Bank that is in accordance with Section 2.03(c) hereof and (ii) of any Money Market Quote that amends, modifies or is otherwise inconsistent with a previous Money Market Quote submitted by such Bank with respect to the same Money Market Quote Request. Any such subsequent Money Market Quote shall be disregarded by the Agent unless such subsequent Money Market Quote is submitted solely to correct a manifest error in such former Money Market Quote. The Agent's notice to the Company shall specify (A) the aggregate principal amount of the Money Market Borrowing for which offers have been received and (B) the respective principal amounts and Money Market Margins or Money Market Rates, as the case may be, so offered by each Bank (identifying the Bank that made each Money Market Quote).

(e) Not later than (x) 11:00 a.m. New York time on the third Business Day (or, in the case of Money Market Loans in an Alternative Currency, 2:00 p.m. New York time on the fourth Business Day) prior to the proposed date of borrowing, in the case of a LIBOR Auction or (y) noon New York time on the proposed date of borrowing, in the case of a Set Rate Auction, the Company shall notify the Agent of its or the relevant Borrower's if the Borrower is not the Company acceptance or nonacceptance of the offers so notified to the Company

pursuant to Section 2.03(d) hereof (which notice shall specify the aggregate principal amount of offers from each Bank for each Interest Period that are accepted; and the failure of the Company to give such notice by such time shall constitute non-acceptance) and the Agent

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shall promptly notify each affected Bank of the acceptance or non-acceptance of its offers. The notice by the Agent shall also specify the aggregate principal amount of offers for each Interest Period that were accepted. The Company (on its own behalf and on behalf of any other Borrower) may accept any Money Market Quote in whole or in part (provided that any Money Market Quote accepted in part from any Bank shall be in an integral multiple of \$1,000,000 or, in the case of a Money Market Loan in an Alternative Currency, the Foreign Currency Equivalent thereof (rounded to the nearest 1,000 units of such Alternative Currency)); provided that:

(i) the aggregate principal amount of each Money Market Borrowing may not exceed the applicable amount set forth in the related Money Market Quote Request;

(ii) the aggregate principal amount of each Money Market Borrowing shall be at least \$5,000,000 (or an integral multiple of \$1,000,000 in excess thereof) or, in the case of a borrowing of Money Market Loans in an Alternative Currency, the Foreign Currency Equivalent thereof (rounded to the nearest 1,000 units of such Alternative Currency);

(iii) acceptance of offers may, subject to clause (v) below, only be made in ascending order of Money Market Margins or Money Market Rates, as the case may be; provided that the Company need not accept on behalf of any Approved Borrower the offer of any Bank if payment of the interest on the relevant Money Market Loan would subject such Approved Borrower to the requirement of paying any additional amounts under Section 5.06(a) hereof or if such interest payment would be subject to greater restrictions on deductibility for income tax purposes than the restriction applicable to interest payments made to other Banks whose offers are accepted;

(iv) the Company (on its own behalf and on behalf of any other Borrower) may not accept any offer where the Agent has advised the Company that such offer fails to comply with Section 2.03(c)(ii) hereof or otherwise fails to comply with the requirements of this Agreement (including, without limitation, Section 2.03(a) hereof); and

(v) the aggregate principal amount of each Money Market Borrowing from any Bank may not exceed any applicable Money Market Loan Limit of such Bank.

If offers are made by two or more Banks with the same Money Market Margins or Money Market Rates, as the case may be, for a greater aggregate principal amount than the amount in respect of which offers are accepted for the related Interest Period, the principal amount of Money Market Loans in respect of which such offers are accepted shall be allocated by the Company among such Banks as nearly as possible (in an integral multiple of \$1,000,000 or, in the case of a Borrowing of Money Market Loans in an Alternative Currency, the Foreign Currency Equivalent thereof (rounded to the nearest 1000 units of such Alternative Currency)) in proportion to the aggregate principal amount

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of such offers. Determinations by the Company of the amounts of Money Market Loans shall be conclusive in the absence of manifest error.

(f) Any Bank whose offer to make any Money Market Loan has been accepted in accordance with the terms and conditions of this Section 2.03 shall, not later than 2:00 p.m. New York time (in the case of Loans denominated in Dollars) or 11:00 a.m. local time in the location of the Agent's Account (in the case of Loans denominated in an Alternative Currency) on the date specified for the making of such Loan, make the amount of such Loan available to the Agent at the Agent's Account for the Currency of such Loan in immediately available funds. The amount so received by the Agent shall, subject to the terms and conditions of this Agreement, promptly be made available to the relevant Borrower on such date by depositing the same, in immediately available funds, in an account of the relevant Borrower designated by the Company.

(g) The amount of any Money Market Loan made by any Bank shall not constitute a utilization of such Bank's Commitment.

2.04 Borrowings by Approved Borrowers; Designation of Certain Approved Borrowers.

(a) The Company may, at any time or from time to time, designate one or more Wholly Owned Subsidiaries as Borrowers hereunder by furnishing to the Agent a letter (a "Designation Letter") in duplicate, substantially in the form of Exhibit G-1 hereto, duly completed and executed by the Company and such Subsidiary. Any such designation may restrict such Wholly Owned Subsidiary to Money Market Loans and exclude the applicability of Section 5.06(a) hereof to such Wholly Owned Subsidiary, all as set forth in the relevant Designation Letter. Upon approval by all of the Banks (which approval shall not be unreasonably withheld) of such Subsidiary as an Approved Borrower, which approval shall be evidenced by the Agent signing and returning to the Company a copy of such Designation Letter, such Subsidiary shall be an Approved Borrower. There may be no more than ten Approved Borrowers at any one time. So long as all principal and interest on all Loans of any Approved Borrower hereunder have been paid in full, the Company may terminate its status as an Approved Borrower hereunder by furnishing to the Agent a letter (a "Termination Letter"), substantially in the form of Exhibit G-2 hereto, duly completed and executed by the Company and such Approved Borrower. Any Termination Letter furnished in accordance with this Section 2.04 shall be effective upon receipt by the Agent (which shall promptly notify the Banks), whereupon the Banks shall promptly deliver to the Company (through the Agent) the Notes of such former Approved Borrower. Notwithstanding the foregoing, the delivery of a Termination Letter with respect to any Approved Borrower shall not terminate any obligation of such Approved Borrower theretofore incurred (including, without limitation, obligations under Sections 5.01, 5.05 and 5.06) or the obligations of the Company under Section 11 hereof with respect thereto.

(b) The Agent is hereby authorized by the Banks (i) to approve (on behalf of all of the Banks) as an Approved Borrower, and

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(ii) to sign and return to the Company a Designation Letter from the Company with respect to, each of the following Subsidiaries of the Company:

- (1) Newell Operating Company;

- (2) Newell Investments, Inc.;
- (3) Newell Consumer Products GmbH (formerly Corning Consumer GmbH) ("Newell Germany");
- (4) Newell Holdings U.K. Limited ("Newell UK");
- (5) Newell Limited (formerly Corning Consumer Limited) ("Newell Limited");
- (6) Newell Holdings France S.A.S. ("Newell France");
- (7) Newell S.A. (formerly Corning Consumer S.A.);
- (8) Anchor Hocking Corporation; and
- (9) Newell Industries Canada, Inc. ("Newell Canada");

provided that, the Designation Letters with respect to Newell Germany, Newell UK, Newell Limited, Newell France, Newell S.A. and Newell Canada only must restrict such Approved Borrowers to Money Market Loans and may exclude the applicability of Section 5.06(a) hereof.

2.05 Changes of Commitments.

(a) Unless theretofore reduced to such amount pursuant to paragraphs (b) and (c) below, the aggregate amount of the Commitments shall automatically be reduced to zero on the Commitment Termination Date.

(b) The Company shall have the right to terminate or reduce permanently the amount 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 promptly notify the Banks) 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 an integral multiple of \$5,000,000) and shall be irrevocable and effective only upon receipt by the Agent; provided that the Company may not at any time (i) terminate the Commitments in whole if Syndicated Loans are then outstanding or (ii) reduce the aggregate amount of the Commitments below the aggregate outstanding principal amount of the Syndicated Loans.

(c) The Commitments once terminated or reduced may not be reinstated.

2.06 Fees. The Company shall pay to the Agent for account of each Bank a facility fee on the daily average amount of such Bank's Commitment (whether or not utilized), for the period from and

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including the date hereof to but not including the date such Commitment is terminated, at a rate per annum equal to 8/100 of 1%. Accrued facility fee shall be payable on each Quarterly Date in arrears and on the earlier of the date the Commitments are terminated and the Commitment Termination Date.

2.07 Lending Offices. The Loans of each Type and Currency made by each Bank shall be made and maintained at such Bank's Applicable Lending Office for Loans of such Type and Currency.

2.08 Several Obligations; Remedies Independent. The failure of any Bank to make any Syndicated Loan to be made by it on the date specified therefor shall not relieve any other Bank of its obligation to make its Syndicated Loan on such date, and no Bank shall

be responsible for the failure of any other Bank to make a Loan to be made by such other Bank. The amounts payable by any Borrower at any time hereunder and under its Notes to each Bank shall be a separate and independent debt and each Bank shall be entitled to protect and enforce its rights arising out of this Agreement and the Notes, and it shall not be necessary for any other Bank or the Agent to consent to, or be joined as an additional party in, any proceedings for such purposes.

2.09 Notes.

(a) The Syndicated Loans made by any Bank to any Borrower shall be evidenced by a single promissory note of the relevant Borrower in substantially the form of Exhibit A-1 hereto, dated the date of its delivery to the Agent, payable to such Bank in a principal amount equal to the amount of its Commitment as originally in effect on the date hereof and otherwise duly completed. The date, amount, Type, Currency, interest rate and maturity date of each Syndicated Loan made by each Bank, and all payments made on account of the principal thereof, shall be recorded by such Bank on its books and, prior to any transfer of such Note held by it, endorsed by such Bank on the schedule attached to such Note or any continuation thereof; provided that the failure of such Bank to make any such recordation or endorsement shall not affect the obligations of such Borrower to make any payment when due of any amount owing hereunder or under such Note in respect of the Loans to be evidenced by such Note.

(b) The Money Market Loans made by any Bank to any Borrower shall be evidenced by a single promissory note of the relevant Borrower in substantially the form of Exhibit A-2 hereto, dated the date of its delivery to the Agent, payable to such Bank and otherwise duly completed. The date, amount, Type, Currency, interest rate and maturity date of each Money Market Loan made by each Bank to such Borrower, and all payments made on account of the principal thereof, shall be recorded by such Bank on its books and, prior to any transfer of such Note held by it, endorsed by such Bank on the schedule attached to such Note or any continuation thereof; provided that the failure of such Bank to make any such recordation or endorsement shall not affect the obligations of such Borrower to make any payment when due of any amount owing hereunder or under such Note in respect of the Loans to be evidenced by such Note.

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(c) No Note may be subdivided, whether by exchange for promissory notes of lesser denominations or otherwise except in connection with a permitted assignment of a portion of the Loans evidenced thereby pursuant to Section 12.05(b) hereof.

2.10 Prepayments. Base Rate Loans may be prepaid upon not less than one Business Day's prior notice to the Agent (which shall promptly notify the Banks), which notice shall specify the prepayment date (which shall be a Business Day) and the amount of the prepayment (which, in the case of partial prepayments, shall be in an integral multiple of \$1,000,000) and shall be irrevocable and effective only upon receipt by the Agent, provided that interest on the principal of any Base Rate Loans prepaid, accrued to the prepayment date, shall be paid on the prepayment date. LIBO Rate Loans or Set Rate Loans may not be voluntarily prepaid (provided that this sentence shall not affect any Borrower's obligation to prepay Loans pursuant to Section 9 of this Agreement).

2.11 Extension of Commitment Termination Date. (a) The Company may, by notice to the Agent (which shall promptly deliver a copy to each of the Banks) not less than 60 days and not more than 90 days prior to the Commitment Termination Date then in effect hereunder (the "Existing Commitment Termination Date"), request that the Banks

extend the Commitment Termination Date for an additional 364 days from the Consent Date (as defined below). Each Bank, acting in its sole discretion, shall, by notice to the Company and the Agent given on the date (and, subject to the proviso below, only on the date) 30 days prior to the Existing Commitment Termination Date (provided, if such date is not a Business Day, then such notice shall be given on the next succeeding Business Day) (the "Consent Date"), advise the Company whether or not such Bank agrees to such extension; provided that each Bank that determines not to extend the Commitment Termination Date (a "Non-extending Bank") shall notify the Agent (which shall notify the Company) of such fact promptly after such determination (but in any event no later than the Consent Date) and any Bank that does not advise the Company on or before the Consent Date shall be deemed to be a Non-extending Bank. The election of any Bank to agree to such extension shall not obligate any other Bank to agree.

(b) The Company shall have the right on or before the Existing Commitment Termination Date to replace each Non-extending Bank with, and otherwise add to this Agreement, one or more other banks (which may include any Bank, each prior to the Existing Commitment Termination Date an "Additional Commitment Bank") with the approval of the Agent (which approval shall not be unreasonably withheld), each of which Additional Commitment Banks shall have entered into an agreement in form and substance satisfactory to the Company and the Agent pursuant to which such Additional Commitment Bank shall, effective as of the Existing Commitment Termination Date, undertake a Commitment (if any such Additional Commitment Bank is a Bank, its Commitment shall be in addition to such Bank's Commitment hereunder on such date).

(c) If (and only if) Banks holding Commitments that, together with the additional Commitments of the Additional Commitment

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Banks that will become effective on the Existing Commitment Termination Date, aggregate at least 75% of the aggregate amount of the Commitments (not including the additional Commitments of the Additional Commitment Banks) on the Consent Date shall have agreed on the Consent Date to extend the Existing Commitment Termination Date, then, effective as of the Existing Commitment Termination Date, the Existing Commitment Termination Date shall be extended to the date falling 364 days after the Consent Date (provided, if such date is not a Business Day, then such Commitment Termination Date as so extended shall be the next preceding Business Day) and each Additional Commitment Bank shall thereupon become a "Bank" for all purposes of this Agreement.

Notwithstanding the foregoing, the extension of the Existing Commitment Termination Date shall not be effective with respect to any Bank unless:

(i) no Default shall have occurred and be continuing on each of the date of the notice requesting such extension, the Consent Date and the Existing Commitment Termination Date;

(ii) each of the representations and warranties of the Company in Section 7 hereof shall be true and correct on and as of each of the date of the notice requesting such extension, the Consent Date and the Existing Commitment Termination Date with the same force and effect as if made on and as of each such date (or, if any such representation or warranty is expressly stated to have been made as of a specific date, as of such specific date); and

(iii) each Non-extending Bank shall have been paid in full by the Company all amounts owing to such Bank hereunder on or before

the Existing Commitment Termination Date.

Even if the Existing Commitment Termination Date is extended as aforesaid, the Commitment of each Non-extending Bank shall terminate on the Existing Commitment Termination Date.

SECTION 3. PAYMENTS OF PRINCIPAL AND INTEREST.

3.01 Repayment of Loans. Each Borrower hereby promises to pay to the Agent for account of each Bank the principal amount of each Loan made by such Bank to such Borrower, and each Loan shall mature, on the last day of the Interest Period for such Loan.

3.02 Interest.

(a) Each Borrower hereby promises to pay to the Agent for account of each Bank interest on the unpaid principal amount of each Loan made by such Bank to such Borrower for the period commencing on the date of such Loan to but excluding the date such Loan shall be paid in full, at the following rates per annum:

(i) if such Loan is a Base Rate Loan, the Base Rate (as in effect from time to time);

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(ii) if such Loan is a LIBOR Loan, the LIBO Rate for such Loan for the Interest Period therefor plus the Applicable Margin;

(iii) if such Loan is a LIBOR Market Loan, the LIBO Rate for such Loan for the Interest Period therefor plus (or minus) the Money Market Margin quoted by the Bank making such Loan in accordance with Section 2.03 hereof; and

(iv) if such Loan is a Set Rate Loan, the Money Market Rate for such Loan for the Interest Period therefor quoted by the Bank making such Loan in accordance with Section 2.03 hereof.

Notwithstanding the foregoing, each Borrower hereby promises to pay to the Agent for account of each Bank interest at the applicable Post-Default Rate on any principal of any Loan made by such Bank to such Borrower, and (to the fullest extent permitted by law) on any other amount payable by such Borrower hereunder or under the Note of such Borrower held by such Bank to or for account of such Bank, which shall not be paid in full when due (whether at stated maturity, by acceleration or otherwise), for the period commencing on the due date thereof until the same is paid in full.

(b) Accrued interest on each Loan shall be payable on the last day of the Interest Period therefor and, if such Interest Period is longer than three months, at three-month intervals following the first day of such Interest Period, except that interest payable at the Post-Default Rate shall be payable from time to time on demand.

(c) Promptly after the determination of any LIBO Rate provided for herein, the Agent shall (i) notify the Banks to which interest at such LIBO Rate is payable and the Company thereof and (ii) at the request of the Company, furnish to the Company a copy of the page of the Screen on the basis of which the relevant LIBO Base Rate was determined. At any time that the Agent determines the LIBO Rate on a basis other than using the Screen, the Agent shall promptly notify the Company.

SECTION 4. PAYMENTS; PRO RATA TREATMENT; COMPUTATIONS; ETC.

4.01 Payments.

(a) Except to the extent otherwise provided herein, all payments of principal of and interest on Loans made in Dollars, and other amounts (other than the principal of and interest on Loans made in an Alternative Currency) payable by any Obligor under this Agreement and the Notes, shall be made in Dollars, and all payments of principal of and interest on Loans made in an Alternative Currency shall be made in such Alternative Currency, in immediately available funds, without deduction, set-off or counterclaim, to the Agent's Account for such Currency, for account of the Banks, not later than 2:00 p.m. New York time (in the case of Loans denominated in Dollars) or 11:00 a.m. local time in the location of the Agent's Account (in the case of Loans denominated in an Alternative Currency), on the date on which such payment shall become due (each such payment made after such time on such due date to be deemed to have been made on the next

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succeeding Business Day), provided that if a new Loan is to be made by any Bank to any Borrower on a date such Borrower is to repay any principal of an outstanding Loan of such Bank in the same Currency, such Bank shall apply the proceeds of such new Loan to the payment of the principal to be repaid and only an amount equal to the difference between the principal to be borrowed and the principal to be repaid shall be made available by such Bank to the Agent as provided in Section 2.02 hereof or paid by such Borrower to the Agent pursuant to this Section 4.01, as the case may be.

(b) If any Borrower shall default in the payment when due of any principal, interest or other amounts to be made by such Borrower under this Agreement or the Notes, any Bank for whose account any such payment is to be made may (but shall not be obligated to) debit the amount of any such payment due such Bank which is not made by such time to any ordinary deposit account of such Borrower with such Bank (with notice to the Company and the Agent).

(c) Each Borrower (or, in the case of any Approved Borrower, the Company on behalf of such Approved Borrower) shall, at the time of making each payment under this Agreement or any Note for account of any Bank, specify to the Agent the Loans or other amounts payable by such Borrower hereunder to which such payment is to be applied (and in the event that the payor fails to so specify, or if an Event of Default has occurred and is continuing, such Bank may apply such payment received by it from the Agent to such amounts then due and owing to such Bank as such Bank may determine).

(d) Each payment received by the Agent under this Agreement or any Note for account of any Bank shall be paid promptly to such Bank, in immediately available funds.

(e) If the due date of any payment under this Agreement or any Note would otherwise fall on a day which is not a Business Day such date shall be extended to the next succeeding Business Day and interest shall be payable for any principal so extended for the period of such extension.

4.02 Pro Rata Treatment. Except to the extent otherwise provided herein: (a) each borrowing from the Banks of Syndicated Loans under Section 2.01 hereof shall be made from the Banks, each payment of fees under Section 2.06 hereof shall be made for account of the Banks, and each reduction of the amount or termination of the Commitments under Section 2.05 hereof shall be applied to the Commitments of the Banks, pro rata according to the amounts of their respective Commitments; (b) each payment of principal of Syndicated Loans by any Borrower shall be made for account of the Banks pro rata in accordance with the respective unpaid principal amounts of the Syndicated Loans held by the Banks; and (c) each payment of interest on Syndicated Loans by any Borrower shall be made for account of the

Banks pro rata in accordance with the amounts of interest due and payable to the respective Banks; provided that, if an Event of Default shall have occurred and be continuing, each payment of principal of and interest on the Loans and other amounts owing hereunder by any Borrower shall be made for account of the Banks pro rata in accordance

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with the aggregate amounts of all principal of and interest on the Loans and all other amounts owing hereunder by such Borrower then due and payable to the respective Banks.

4.03 Computations. Interest on Set Rate Loans, LIBO Rate Loans and the fees payable pursuant to Section 2.06 hereof shall be computed on the basis of a year of 360 days and actual days elapsed (including the first day but excluding the last day) occurring in the period for which payable, and interest on Base Rate Loans shall be computed on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed (including the first day but excluding the last day) occurring in the period for which payable.

4.04 Non-Receipt of Funds by the Agent. Unless the Agent shall have been notified by a Bank or any Borrower (or, in the case of any Approved Borrower, the Company on behalf of such Approved Borrower) (each, a "Payor") prior to the time by, and on the date on, which such Payor is scheduled to make payment to the Agent of (in the case of a Bank) the proceeds of a Loan to be made by it hereunder or (in the case of any Borrower) a payment to the Agent for account of one or more of the Banks hereunder (such payment being herein called the "Required Payment"), which notice shall be effective upon receipt, that it does not intend to make the Required Payment to the Agent, the Agent may assume that the Required Payment has been made and may, in reliance upon such assumption (but shall not be required to), make the amount thereof available to the intended recipient(s) on such date; and, if the Payor has not in fact made the Required Payment to the Agent, the recipient(s) of such payment shall, on demand, repay to the Agent the amount so made available together with interest thereon in respect of each day during the period commencing on the date such amount was so made available by the Agent to but not including the date the Agent recovers such amount (the "Advance Period") at a rate per annum equal to (a) if the recipient is a Borrower, the Base Rate in effect on such day and (b) if the recipient is a Bank, the Federal Funds Rate in effect on such day; and, if such recipient(s) shall fail promptly to make such payment, the Agent shall be entitled to recover such amount, on demand, from the Payor, together with interest thereon for each day during the Advance Period at a rate per annum equal to (i) if the Payor is a Borrower, the rate of interest payable on the Required Payment as provided in the second sentence of Section 3.02(a) hereof and (ii) if the Payor is a Bank, during the period commencing on the date such amount was so made available to but excluding the date three Business Days following such date, the Federal Funds Rate in effect on such day and, thereafter, the Base Rate in effect on such day.

4.05 Set-off; Sharing of Payments.

(a) Each Obligor agrees that, in addition to (and without limitation of) any right of set-off, bankers' lien or counterclaim a Bank may otherwise have, each Bank shall be entitled, at its option, to offset balances held by it for account of such Obligor at any of its offices, in Dollars or in any other Currency, against any principal of or interest on any of such Bank's Loans which is not paid when due (regardless of whether such balances are then due to such

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Obligor) in which case it shall promptly notify such Obligor (through notice to the Company) and the Agent thereof, provided that such Bank's failure to give such notice shall not affect the validity thereof.

(b) If any Bank shall obtain payment of any principal of or interest on any Syndicated Loan made by it under this Agreement through the exercise of any right of set-off, bankers' lien or counterclaim or similar right or otherwise, and, as a result of such payment, such Bank shall have received a greater percentage of the amounts then due hereunder to such Bank in respect of Syndicated Loans than the percentage received by any other Banks, it shall promptly purchase from such other Banks participations in (or, if and to the extent specified by such Bank, direct interests in) the Syndicated Loans made by such other Banks (or in the interest thereon, as the case may be) in such amounts, and make such other adjustments from time to time as shall be equitable, to the end that all the Banks shall share the benefit of such excess payment (net of any expenses which may be incurred by such Bank in obtaining or preserving such excess payment) pro rata in accordance with the unpaid principal and interest on the Syndicated Loans held by each of the Banks. To such end all the Banks shall make appropriate adjustments among themselves (by the resale of participations sold or otherwise) if such payment is rescinded or must otherwise be restored. Each Obligor agrees that any Bank so purchasing a participation (or direct interest) in the Syndicated Loans made by other Banks (or in the interest thereon, as the case may be) may exercise all rights of set-off, bankers' lien, counterclaim or similar rights with respect to such participation as fully as if such Bank were a direct holder of Loans (or in the interest thereon, as the case may be) in the amount of such participation. Nothing contained herein shall require any Bank to exercise any such right or shall affect the right of any Bank to exercise, and retain the benefits of exercising, any such right with respect to any other indebtedness or obligation of any Obligor. If under any applicable bankruptcy, insolvency or other similar law, any Bank receives a secured claim in lieu of a set-off to which this Section 4.05 applies, such Bank shall, to the extent practicable, exercise its rights in respect of such secured claim in a manner consistent with the rights of the Banks entitled under this Section 4.05 to share in the benefits of any recovery on such secured claim.

SECTION 5. YIELD PROTECTION AND ILLEGALITY.

5.01 Additional Costs.

(a) Each Borrower shall pay directly to each Bank from time to time such amounts as such Bank may determine to be necessary to compensate such Bank for any costs that such Bank determines are attributable to its making or maintaining of any LIBO Rate Loans or its obligation to make any LIBO Rate Loans hereunder, or any reduction in any amount receivable by such Bank hereunder in respect of any of such Loans or such obligation (such increases in costs and reductions in amounts receivable being herein called "Additional Costs"), resulting from any Regulatory Change that:

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(i) changes the basis of taxation of any amounts payable to such Bank under this Agreement or its Notes in respect of any of such Loans (other than taxes imposed on or measured by the overall net income of such Bank or of its Applicable Lending

Office for any of such Loans by the jurisdiction in which such Bank has its principal office or such Applicable Lending Office); or

(ii) imposes or modifies any reserve, special deposit or similar requirements (other than the Reserve Requirement utilized in the determination of the LIBO Rate for such Loan) relating to any extensions of credit or other assets of, or any deposits with or other liabilities of, such Bank (including, without limitation, any of such Loans or any deposits referred to in the definition of "LIBO Base Rate" in Section 1.01 hereof), or any commitment of such Bank (including, without limitation, the Commitment of such Bank hereunder); or

(iii) imposes any other condition affecting this Agreement or its Notes (or any of such extensions of credit or liabilities) or its Commitment.

If any Bank requests compensation from any Borrower under this Section 5.01(a), the Company may, by notice to such Bank (with a copy to the Agent), suspend the obligation of such Bank thereafter to make LIBO Rate Loans until the Regulatory Change giving rise to such request ceases to be in effect (in which case the provisions of Section 5.04 hereof shall be applicable), provided that such suspension shall not affect the right of such Bank to receive the compensation so requested.

(b) Without limiting the effect of the provisions of paragraph (a) of this Section 5.01, in the event that, by reason of any Regulatory Change, any Bank either (i) incurs Additional Costs based on or measured by the excess above a specified level of the amount of a category of deposits or other liabilities of such Bank that includes deposits by reference to which the interest rate on LIBO Rate Loans is determined as provided in this Agreement or a category of extensions of credit or other assets of such Bank that includes LIBO Rate Loans or (ii) becomes subject to restrictions on the amount of such a category of liabilities or assets that it may hold, then, if such Bank so elects by notice to the Company (with a copy to the Agent), the obligation of such Bank to make LIBO Rate Loans hereunder shall be suspended until such Regulatory Change ceases to be in effect (in which case the provisions of Section 5.04 hereof shall be applicable).

(c) Without limiting the effect of the foregoing provisions of this Section 5.01 (but without duplication), the Company shall pay directly to each Bank from time to time on request such amounts as such Bank may determine to be necessary to compensate such Bank (or, without duplication, the bank holding company of which such Bank is a subsidiary) for any costs that it determines are attributable to the maintenance by such Bank (or any Applicable Lending Office or such bank holding company), pursuant to any law or regulation or any

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interpretation, directive or request (whether or not having the force of law and whether or not failure to comply therewith would be unlawful) of any court or governmental or monetary authority (i) following any Regulatory Change or (ii) implementing any risk-based capital guideline or other requirement (whether or not having the force of law and whether or not the failure to comply therewith would be unlawful) hereafter issued by any government or governmental or supervisory authority implementing at the national level the Basel Accord (including, without limitation, the Final Risk-Based Capital Guidelines), of capital in respect of its Commitment or Loans (such compensation to include, without limitation, an amount equal to any reduction of the rate of return on assets or equity of such Bank (or any Applicable Lending Office or such bank

holding company) to a level below that which such Bank (or any Applicable Lending Office or such bank holding company) would have achieved with respect to its Commitment or Loans but for such law, regulation, interpretation, directive or request).

(d) Each Bank shall notify the Company of any event occurring after the date of this Agreement entitling such Bank to compensation under paragraph (a) or (c) of this Section 5.01 as promptly as practicable, but in any event within 45 days, after such Bank obtains actual knowledge thereof. If any Bank fails to give such notice within 45 days after it obtains actual knowledge of such an event, such Bank shall, with respect to compensation payable pursuant to this Section 5.01 in respect of any costs resulting from such event, only be entitled to payment under this Section 5.01 for costs incurred from and after the date 45 days prior to the date that such Bank does give such notice. Each Bank will furnish to the Company a certificate setting forth the basis and amount of each request by such Bank for compensation under paragraph (a) or (c) of this Section 5.01. Determinations and allocations by any Bank for purposes of this Section 5.01 of the effect of any Regulatory Change pursuant to paragraph (a) or (b) of this Section 5.01, or of the effect of capital maintained pursuant to paragraph (c) of this Section 5.01, on its costs or rate of return of maintaining Loans or its obligation to make Loans, or on amounts receivable by it in respect of Loans, and of the amounts required to compensate such Bank under this Section 5.01, shall be conclusive absent manifest error, provided that such determinations and allocations are made on a reasonable basis.

(e) Each Bank will designate a different Applicable Lending Office for the Loans of such Bank affected by any event specified in paragraphs (a), (b) or (c) of this Section 5.01 or in Section 5.03 hereof if such designation will avoid the need for, or reduce the amount of, such compensation or suspension, as the case may be, and will not, in the sole opinion of such Bank, be disadvantageous to such Bank.

5.02 Limitation on Types of Loans. Anything herein to the contrary notwithstanding:

(a) if the LIBO Base Rate for any Currency is to be determined under paragraph (b) of the definition of "LIBO Base Rate" and the Agent determines (which determination shall be

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conclusive) that no quotation from any Reference Bank of interest rates for the relevant deposits referred to in such paragraph (b) are not being provided in the relevant amounts or for the relevant maturities for purposes of determining rates of interest for LIBO Rate Loans as provided herein; or

(b) if the LIBO Base Rate for any Currency is being determined under paragraph (b) of the definition of "LIBO Base Rate" and the Majority Banks determine (or any Bank that has outstanding a Money Market Quote with respect to a LIBOR Market Loan, determines), which determination shall be conclusive, and notify (or notifies, as the case may be) the Agent that the relevant rates of interest referred to in paragraph (b) of the definition of "LIBO Base Rate" do not adequately cover the cost to such Banks (or such quoting Bank) of making or maintaining its LIBO Rate Loans in such Currency;

then the Agent shall give the Company and each Bank prompt notice thereof, and so long as such condition remains in effect, the Banks (or such quoting Bank) shall be under no obligation to make additional LIBO Rate Loans in such Currency.

5.03 Illegality. Notwithstanding any other provision of this Agreement, in the event that it becomes unlawful for any Bank or its Applicable Lending Office to honor its obligation to make or maintain LIBO Rate Loans hereunder in any Currency, then such Bank shall promptly notify the Company thereof (with a copy to the Agent) and such Bank's obligation to make LIBOR Loans in such Currency shall be suspended until such time as such Bank may again make and maintain LIBOR Loans in such Currency (in which case the provisions of Section 5.04 hereof shall be applicable), and such Bank shall no longer be obligated to make any LIBOR Market Loan in such Currency that it has offered to make.

5.04 Base Rate Loans Pursuant to Sections 5.01 and 5.03. If the obligation of any Bank to make any LIBO Rate Loans in Dollars shall be suspended pursuant to Section 5.01 or 5.03 hereof (Loans of such type being herein called "Affected Loans" and such type being herein called the "Affected Type"), all Loans in Dollars (other than Money Market Loans) which would otherwise be made by such Bank as Loans of the Affected Type shall be made instead as Base Rate Loans (and, if an event referred to in Section 5.01(b) or 5.03 hereof has occurred and such Bank so requests by notice to the Company with a copy to the Agent, all Affected Loans of such Bank then outstanding shall be automatically converted into Base Rate Loans on the date specified by such Bank in such notice) and, to the extent that Affected Loans are so made as (or converted into) Base Rate Loans, all payments of principal which would otherwise be applied to such Bank's Affected Loans shall be applied instead to its Base Rate Loans.

5.05 Compensation. Each Borrower shall pay to the Agent for account of each Bank, upon the request of such Bank through the Agent, such amount or amounts as shall be sufficient (in the reasonable opinion of such Bank) to compensate it for any loss, cost or expense which such Bank determines are attributable to:

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(a) any payment or conversion of a LIBO Rate Loan or a Set Rate Loan made by such Bank for any reason (including, without limitation, the acceleration of the Loans pursuant to Section 9 hereof) on a date other than the last day of the Interest Period for such Loan; or

(b) any failure by such Borrower for any reason (excluding only failure due solely to a default by any Bank or the Agent in its obligation to provide funds to such Borrower hereunder but including, without limitation, the failure of any of the conditions precedent specified in Section 6 hereof to be satisfied) to borrow a LIBO Rate Loan or a Set Rate Loan from such Bank on the date for such borrowing specified in the relevant notice of borrowing given pursuant to Section 2.02 or 2.03(b) hereof.

Without limiting the effect of the preceding sentence, such compensation shall include, in the case of a Loan, an amount equal to the excess, if any, of (i) the amount of interest which otherwise would have accrued on the principal amount so paid or converted or not borrowed for the period from the date of such payment, conversion or failure to borrow to the last day of the Interest Period for such Loan (or, in the case of a failure to borrow, the Interest Period for such Loan which would have commenced on the date specified for such borrowing) at the applicable rate of interest for such Loan provided for herein over (ii) the interest component of the amount such Bank would have bid in the London interbank market for deposits in the applicable Currency of leading banks (if such Loan is a LIBO Rate Loan) or in the United States certificate of deposit market for issuance at face value of certificates of deposit for Dollar deposits (if such Loan is a Set Rate Loan) in amounts comparable to such

principal amount and with maturities comparable to such period (as reasonably determined by such Bank).

5.06 Taxes.

(a) Each Borrower agrees to pay to each Bank such additional amounts as are necessary in order that the net payment of any amount due to such Bank hereunder after deduction for or withholding in respect of any Taxes imposed with respect to such payment will not be less than the amount stated herein to be then due and payable, provided that the foregoing obligation to pay such additional amounts shall not apply:

(i) to any payment to any Bank hereunder unless such Bank is, on the date such Borrower became a Borrower hereunder (which, in the case of the Company and the Approved Borrowers listed in Section 2.04(b) hereof, means the date hereof and, in the case of any other Approved Borrower, means the date of the Designation Letter of such Approved Borrower) or (if later) on the date such Bank becomes a Bank hereunder as provided in Section 12.05(b) hereof and on the date of any change in the Applicable Lending Office of such Bank, entitled to a complete exemption from withholding or deduction by such Borrower of Taxes on all

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interest to be received by such Bank hereunder in respect of the Loans made by such Bank to such Borrower, or

(ii) to any such Taxes required to be deducted or withheld solely by reason of the failure of such Bank to comply with applicable certification, information, documentation or other reporting requirements concerning the nationality, residence, identity or connections with such Borrower's Jurisdiction if such compliance is required by treaty, statute or regulation as a precondition to relief or exemption from such Taxes.

For the purposes of this Section 5.06(a), the term "Taxes" shall mean with respect to any Borrower all present and future income, stamp, registration and other taxes and levies, imposts, deductions, charges, compulsory loans and withholdings whatsoever, and all interest, penalties or similar amounts with respect thereto, now or hereafter imposed, assessed, levied or collected by such Borrower's Jurisdiction on or in respect of the Basic Documents, the principal of and interest on the Loans and any other amounts payable under any of the Basic Documents, the recording, registration, notarization or other formalization of any thereof, the enforcement thereof or the introduction thereof in any judicial proceedings, or on or in respect of any payments of principal, interest, premium, charges, fees or other amounts made on, under or in respect of any thereof (excluding, however, income or franchise taxes imposed on or measured by the overall net income or capital of a Bank (or its Applicable Lending Office) by such Borrower's Jurisdiction as a result of such Bank being organized under the laws of or resident in such Borrower's Jurisdiction or of its Applicable Lending Office being located or carrying on business in such Borrower's Jurisdiction).

(b) Within 30 days after paying any amount to the Agent or any Bank from which it is required by law to make any deduction or withholding, and within 30 days after it is required by law to remit such deduction or withholding to any relevant taxing or other authority, the relevant Borrower shall deliver to the Agent for delivery to such Bank evidence satisfactory to such Bank of such deduction, withholding or payment (as the case may be).

SECTION 6. CONDITIONS PRECEDENT.

6.01 Initial Credit Extension. The obligation of the Banks to make the initial Credit Extension hereunder is subject to the receipt by the Agent of the following documents, each of which shall be satisfactory to the Agent in form and substance:

(a) Certified copies of the charter and by-laws of, and all corporate action taken by, the Company approving this Agreement and the Notes to be made by the Company, borrowings by the Company and the guarantee of the Company set forth in Section 11 hereof (including, without limitation, a certificate setting forth the resolutions of the Board of Directors of the Company adopted in respect of the transactions contemplated hereby).

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(b) A certificate of the Company in respect of each of the officers (i) who is authorized to sign this Agreement, the Notes, Money Market Quote Requests, Designation Letters and Termination Letters, together with specimen signatures, and (ii) who will, until replaced by another officer or officers duly authorized for that purpose, act as its representative for the purposes of signing documents and giving notices and other communications in connection herewith and with the Notes and the transactions contemplated hereby and thereby. The Agent and each Bank may conclusively rely on such certificate until they receive notice in writing from the Company to the contrary.

(c) An opinion of Schiff, Hardin & Waite, special Illinois counsel to the Company substantially in the form of Exhibit B-1 hereto (and the Company hereby instructs such counsel to deliver such opinion to the Banks and the Agent); and an opinion of Dale L. Matschullat, Esq., general counsel to the Company, substantially in the form of Exhibit B-2 hereto (and the Company hereby instructs such counsel to deliver such opinion to the Banks and the Agent).

(d) An opinion of Milbank, Tweed, Hadley & McCloy, special New York counsel to the Banks and the Agent, substantially in the form of Exhibit C hereto.

(e) A Syndicated Note and a Money Market Note for each Bank duly completed and executed by the Company.

6.02 Initial Credit Extension to any Approved Borrower. The obligation of the Banks to make the initial Credit Extension hereunder to any Approved Borrower (including, without limitation, any Approved Borrower designated pursuant to Section 2.04(b) hereof) is subject to the receipt by the Agent of the following documents, each of which shall be satisfactory to the Agent in form and substance:

(a) Certified copies of the charter and by-laws (as applicable) of such Approved Borrower and all corporate action taken by such Approved Borrower approving the Designation Letter of such Approved Borrower, this Agreement and the Notes to be made by such Approved Borrower and borrowings by such Approved Borrower (including, without limitation, a certificate setting forth the resolutions of the Board of Directors of such Approved Borrower adopted in respect of the transactions contemplated hereby and thereby).

(b) A certificate of such Approved Borrower in respect of each of the officers and/or directors (i) who is authorized to sign the Designation Letter, Notes and Termination Letter (if any) of such Approved Borrower, together with specimen

signatures, and (ii) who will, until replaced by another officer or director duly authorized for that purpose, act as its representative for the purposes of signing documents and giving notices and other communications in connection herewith and with the Notes of such Approved Borrower and the transactions contemplated hereby and thereby. The Agent and each Bank may

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conclusively rely on such certificate until they receive notice in writing from such Approved Borrower to the contrary.

(c) A Syndicated Note and a Money Market Note for each Bank, duly completed and executed by such Approved Borrower.

(d) Such other documents as the Agent or any Bank or special New York counsel to the Banks and the Agent may reasonably request.

6.03 Initial and Subsequent Credit Extensions. The obligation of any Bank to make any Credit Extension hereunder (including, without limitation, the initial Credit Extension hereunder) is subject to the further conditions precedent that, as of the date of such Credit Extension and after giving effect thereto and the intended use thereof:

(a) no Default shall have occurred and be continuing; and

(b) the representations and warranties made by the Company and, in the case of a Credit Extension to any Approved Borrower, such Approved Borrower in Section 7 hereof shall be true on and as of the date of such Credit Extension with the same force and effect as if made on and as of such date (or, if any such representation or warranty is expressly stated to have been made as of a specific date, as of such specific date).

Each notice of borrowing by the Company hereunder (whether on its own behalf or on behalf of any other Borrower) shall constitute a certification by the Company to the effect set forth in the preceding sentence (both as of the date of such notice and, unless the Company otherwise notifies the Agent prior to the date of such Credit Extension, as of the date of such Credit Extension).

SECTION 7. REPRESENTATIONS AND WARRANTIES. The Company represents and warrants to the Banks that:

Part A. Representations and Warranties of the Company.

7.01 Corporate Existence. Each of the Company and its Significant Subsidiaries: (a) is a corporation duly organized and validly existing under the laws of the jurisdiction of its incorporation; (b) has all requisite corporate power, and has all material governmental licenses, authorizations, consents and approvals, necessary to own its assets and carry on its business as now being or as proposed to be conducted; and (c) is qualified to do business in all jurisdictions in which the nature of the business conducted by it makes such qualification necessary except where failure so to qualify would not have a material adverse effect on the consolidated financial condition, operations, business or prospects of the Company and its Subsidiaries (taken as a whole).

7.02 Financial Condition.

(a) The consolidated balance sheet of the Company and its Subsidiaries as at December 31, 1994 and the related consolidated statements of income, cash flows and stockholders' equity of the Company and its Subsidiaries for the fiscal year ended on said date, with the opinion thereon of Arthur Andersen & Co., heretofore furnished to each of the Banks, are complete and correct and fairly present the consolidated financial condition of the Company and its Subsidiaries as at said date and the consolidated results of their operations for the fiscal year ended on said date, all in accordance with generally accepted accounting principles. Neither the Company nor any of its Subsidiaries had on said date any material contingent liabilities, material liabilities for taxes, material unusual forward or long-term commitments or material unrealized or anticipated losses from any unfavorable commitments, except as referred to or reflected or provided for in said balance sheet as at said date.

(b) The consolidated balance sheet of the Company and its Subsidiaries as at March 31, 1995 and the related consolidated statements of income, cash flows and stockholders' equity of the Company and its Subsidiaries for the fiscal quarter ended on said date, heretofore furnished to each of the Banks, are complete and correct and fairly present the consolidated financial condition of the Company and its Subsidiaries as at said date and the consolidated results of their operations for the fiscal quarter ended on said date, all in accordance with generally accepted accounting principles. Neither the Company nor any of its Subsidiaries had on said date any material contingent liabilities, material liabilities for taxes, material unusual forward or long-term commitments or material unrealized or anticipated losses from any unfavorable commitments, except as referred to or reflected or provided for in said balance sheet as at said date.

(c) Since December 31, 1994, there has been no material adverse change in the consolidated financial condition, operations, business or prospects of the Company and its Subsidiaries (taken as a whole).

7.03 Litigation. To the best knowledge and belief of the Company, there are no legal or arbitral proceedings or any proceedings by or before any governmental or regulatory authority or agency, now pending or (to the knowledge of the Company) threatened against the Company or any of its Subsidiaries which could reasonably be expected to have a Material Adverse Effect.

7.04 No Breach. None of the making or performance of this Agreement or the Notes, or the consummation of the transactions herein or therein contemplated, will conflict with or result in a breach of, or require any consent under, the charter or by-laws of the Company or any applicable law or regulation, or any order, writ, injunction or decree of any court or governmental authority or agency, or any agreement or instrument to which the Company or any of its Subsidiaries is a party or by which any of them is bound or to which any of them is subject, or constitute a default under any such

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agreement or instrument, or constitute a tortious interference with any agreement, or result in the creation or imposition of any Lien upon any of the revenues or assets of the Company or any of its

Subsidiaries pursuant to the terms of any such agreement or instrument.

7.05 Corporate Action. The Company has all necessary corporate power and authority to make and perform its obligations under this Agreement and the Notes of the Company; the making and performance of this Agreement and the Notes of the Company by the Company have been duly authorized by all necessary corporate action on the part of the Company; and this Agreement has been duly and validly executed and delivered by the Company and constitutes, and each of the Notes of the Company when executed and delivered by the Company for value will constitute, its legal, valid and binding obligation, enforceable in accordance with their respective terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally.

7.06 Approvals. No authorizations, approvals or consents of, and no filings or registrations with, any governmental or regulatory authority or agency are necessary for the execution, delivery or performance by the Company of this Agreement or the Notes of the Company or for the validity or enforceability of any thereof.

7.07 Use of Credit. Neither the Company nor any of its Subsidiaries is engaged principally, or as one of its important activities, in the business of extending credit for the purpose, whether immediate, incidental or ultimate, of buying or carrying margin stock (within the meaning of Regulation U or X of the Board of Governors of the Federal Reserve System), and no part of the proceeds of any Credit Extension hereunder will be used in a manner that will cause the Company to violate said Regulation X or any Bank to violate said Regulation U.

7.08 ERISA. Each of the Company and each ERISA Affiliate has fulfilled its obligations under the minimum funding standards of ERISA and the Code with respect to each of its Plans and is (and to the best of its knowledge in the case of any Multiemployer Plan is) in compliance in all material respects with the presently applicable provisions of ERISA and the Code, and has not incurred any liability on account of the termination of any of its Plans to the PBGC or any of its Plans and has not incurred any withdrawal liability to any Multiemployer Plan.

7.09 Credit Agreements. Schedule I hereto is a complete and correct list, as of the date of this Agreement, of each credit agreement, loan agreement, indenture, purchase agreement, Guarantee or other arrangement (other than a letter of credit) providing for or otherwise relating to any extension of credit (or commitment for any extension of credit) to, or Guarantee by, the Company or any Subsidiary of any of them the aggregate principal or face amount of which equals or exceeds (or may equal or exceed) \$1,000,000 and the aggregate principal or face amount outstanding or which may become

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outstanding under each such arrangement is correctly described in said Schedule I.

7.10 Hazardous Materials. The Company and each of its Subsidiaries have obtained all permits, licenses and other authorizations that are required under all Environmental Laws, except to the extent failure to have any such permit, license or authorization would not have a Material Adverse Effect. The Company and each of its Subsidiaries are in compliance with the terms and conditions of all such permits, licenses and authorizations, and are also in compliance with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations,

schedules and timetables contained in any applicable Environmental Law or in any regulation, code, plan, order, decree, judgment, injunction, notice or demand letter issued, entered, promulgated or approved thereunder, except to the extent failure to comply would not have a Material Adverse Effect. Except as heretofore disclosed to the Banks, there have been no environmental investigations, studies, audits, tests, reviews or other analyses conducted by or that are in the possession of the Company or any of its Subsidiaries with respect to any property or facility now or previously owned or leased by the Company or any of its Environmental Affiliates which reveal facts or circumstances that could reasonably be expected to have a Material Adverse Effect.

7.11 Taxes. The Company and its Subsidiaries are members of an affiliated group of corporations filing consolidated returns for Federal income tax purposes, of which the Company is the "common parent" (within the meaning of Section 1504 of the Code) of such group. The Company and its Subsidiaries have filed all Federal income tax returns and all other material tax returns and information statements that are required to be filed by them and have paid all taxes due pursuant to such returns or pursuant to any assessment received by the Company or any of its Subsidiaries. The charges, accruals and reserves on the books of the Company and its Subsidiaries in respect of taxes and other governmental charges are, in the opinion of the Company, adequate. The United States Federal income tax returns of the Company and its Subsidiaries have been examined and/or closed through the fiscal years of the Company and its Subsidiaries ended on or before December 31, 1985. The Company has not given or been requested to give a waiver of the statute of limitations relating to the payment of Federal, state, local and foreign taxes or other impositions except that with respect to the Company's 1986 and 1987 tax years there has been an extension in the statute of limitations relating to the payment of Federal taxes through December 31, 1993 and with respect to the Company's 1988 and 1989 tax years there has been such an extension through September 15, 1994.

7.12 True and Complete Disclosure. The information, reports, financial statements, exhibits and schedules furnished in writing by or on behalf of the Company to the Banks in connection with the negotiation, preparation or delivery of this Agreement or included herein or delivered pursuant hereto, when taken as a whole do not contain any untrue statement of material fact or omit to state any material fact necessary to make the statements herein or therein, in

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light of the circumstances under which they are made, not misleading. All written information furnished after the date hereof by the Company and its Subsidiaries to the Banks in connection with this Agreement and the transactions contemplated hereby will be true, complete and accurate in every material respect, or (in the case of projections) based on reasonable estimates, on the date as of which such information is stated or certified. There is no fact known to the Company that could reasonably be expected to have a Material Adverse Effect that has not been disclosed herein or in a report, financial statement, exhibit, schedule, disclosure letter or other writing furnished to the Banks for use in connection with the transactions contemplated hereby.

7.13 Subsidiaries. Set forth in Schedule III hereto is a complete and correct list, as of the date of this Agreement, of all of the Subsidiaries of the Company, together with, for each such Subsidiary, (i) the jurisdiction of organization of such Subsidiary, (ii) each Person holding ownership interests in such Subsidiary and (iii) the nature of the ownership interests held by each such Person and the percentage of ownership of such Subsidiary represented by such ownership interests. Except as disclosed in Schedule III hereto, (x)

each of the Company and its Subsidiaries owns, free and clear of Liens, and has the unencumbered right to vote, all outstanding ownership interests in each Person shown to be held by it in Schedule III hereto and (y) all of the issued and outstanding capital stock of each such Person organized as a corporation is validly issued, fully paid and nonassessable.

7.14 Compliance with Law. As of the date of this Agreement, the Company and its Subsidiaries are in material compliance with all applicable laws and regulations, except to the extent that failure to comply therewith would not have a Material Adverse Effect.

Part B. Representations and Warranties of the Approved Borrowers. Each Approved Borrower represents and warrants to the Banks that:

7.15 Corporate Existence. Such Approved Borrower: (a) is a corporation duly organized and validly existing under the laws of the jurisdiction of its incorporation; (b) has all requisite corporate power, and has all material governmental licenses, authorizations, consents and approvals, necessary to own its assets and carry on its business as now being or as proposed to be conducted; and (c) is qualified to do business in all jurisdictions in which the nature of the business conducted by it makes such qualification necessary except where failure so to qualify would not have a material adverse effect on the consolidated financial condition, operations, business or prospects of such Approved Borrower and its Subsidiaries (taken as a whole).

7.16 No Breach. None of the making or performance of the Designation Letter of such Approved Borrower, this Agreement or the Notes of such Approved Borrower, or the consummation of the transactions herein or therein contemplated, will conflict with or result in a breach of, or require any consent under, the charter or

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by-laws of such Approved Borrower or any applicable law or regulation, or any order, writ, injunction or decree of any court or governmental authority or agency, or any agreement or instrument to which such Approved Borrower or any of its Subsidiaries is a party or by which any of them is bound or to which any of them is subject, or constitute a default under any such agreement or instrument, or constitute a tortious interference with any agreement, or result in the creation or imposition of any Lien upon any of the revenues or assets of such Approved Borrower or any of its Subsidiaries pursuant to the terms of any such agreement or instrument.

7.17 Corporate Action. Such Approved Borrower has all necessary corporate power and authority to make and perform its obligations under the Designation Letter of such Approved Borrower, this Agreement and the Notes of such Approved Borrower and to borrow hereunder; the making and performance of the Designation Letter of such Approved Borrower, this Agreement and the Notes of such Approved Borrower and the borrowing by such Approved Borrower hereunder have been duly authorized by all necessary corporate action on its part; and the Designation Letter of such Approved Borrower and this Agreement constitute, and the Notes of such Approved Borrower when executed and delivered by such Approved Borrower for value will constitute, its legal, valid and binding obligation, enforceable in accordance with their respective terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally.

7.18 Approvals. No authorizations, approvals or consents of, and no filings or registrations with, any governmental or

regulatory authority or agency which have not been obtained are necessary for the execution, delivery or performance by such Approved Borrower of the Designation Letter of such Approved Borrower, this Agreement or the Notes of such Approved Borrower or for the validity or enforceability of any thereof or for the borrowing by such Approved Borrower hereunder.

7.19 Taxes on Payments of Approved Borrowers. Except as disclosed to the Agent and the Banks by the Company prior to the delivery of the Designation Letter of such Approved Borrower, as of the date of such Designation Letter (a) there are no Taxes of such Approved Borrower's Jurisdiction imposed by or in the nature of withholding or otherwise, which are imposed on any payment to be made by such Approved Borrower pursuant hereto or on the Notes of such Approved Borrower, or are imposed on or by virtue of the execution, delivery or enforcement of the Designation Letter of such Approved Borrower, this Agreement or the Notes of such Approved Borrower (b) such Approved Borrower is permitted to make payments pursuant to this Agreement and the Notes free and clear of all such Taxes and (c) any exemption from the withholding of such Taxes that would, but for the existence of the Guarantee of the Company under Section 11 hereof, be available under a tax treaty to which the Borrower's Jurisdiction and the jurisdiction of the organization of any Bank are parties will not be made unavailable by the existence of such Guarantee of the Company.

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7.20 Choice of Law. In any action or proceeding in any court of or in such Approved Borrower's Jurisdiction arising out of or relating to this Agreement, the Designation Letter of such Approved Borrower or the Notes of such Approved Borrower, such court would recognize and give effect to the first sentence of Section 12.09(a) hereof.

7.21 Process Agent; Etc. The appointment of the Company as Process Agent by such Approved Borrower under Section 12.09(a) hereof and under the Designation Letter of such Approved Borrower is a valid appointment and the empowerment in such Approved Borrower's Designation Letter of the Company to act as such Approved Borrower's representative and attorney-in-fact for the purposes of signing documents and giving and receiving notices (including notices of borrowing under Section 2 hereof) and for the purposes of modifying or amending any provision of this Agreement is a valid and binding empowerment.

7.22 Qualification to Do Business. It is not necessary under the laws of such Approved Borrower's Jurisdiction (i) in order to enable the Agent or any Bank to enforce its rights against such Approved Borrower under this Agreement or the Notes of such Approved Borrower, or (ii) by reason of the execution, delivery or performance of the Designation Letter of such Approved Borrower, this Agreement or the Notes of such Approved Borrower, that the Agent or any Bank should be licensed, qualified or entitled to carry on business in such Approved Borrower's Jurisdiction.

7.23 Doing Business, Etc. Neither the Agent nor any Bank is or will be deemed to be resident, domiciled, carrying on business or, except as disclosed to the Agent and the Banks by the Company prior to the delivery of the Designation Letter of such Approved Borrower, subject to Taxes of such Approved Borrower's Jurisdiction solely by reason of the execution, delivery, performance or enforcement of this Agreement, the Designation Letter of such Approved Borrower or the Notes of such Approved Borrower.

7.24 Immunity. Neither such Approved Borrower nor any of its Property has any immunity (sovereign or otherwise) from

jurisdiction of any court of or in such Approved Borrower's Jurisdiction or from set-off or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) under the laws of such Approved Borrower's Jurisdiction.

7.25 Stamp Taxes. To ensure the legality, validity, enforceability or admissibility in evidence in such Approved Borrower's Jurisdiction of this Agreement, the Designation Letter of such Approved Borrower or the Notes of such Approved Borrower, it is not necessary that this Agreement, such Designation Letter or such Notes or any other document be filed or recorded with any court or other authority in such Approved Borrower's Jurisdiction or that any stamp or similar tax be paid on or in respect of this Agreement, such Designation Letter or such Notes, or any other document other than

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such filings and recordations that have already been made and such stamp or similar taxes that have already been paid.

7.26 Legal Form. Each of this Agreement, the Designation Letter of such Approved Borrower and the Notes of such Approved Borrower is in proper legal form under the laws of such Approved Borrower's Jurisdiction for the enforcement thereof against such Approved Borrower.

7.27 No Insolvency. No event of the type referred to in clause (e), (f) or (g) of Section 9 hereof has occurred with respect to such Approved Borrower.

SECTION 8. COVENANTS OF THE COMPANY. The Company agrees that, so long as any of the Commitments are in effect and until payment in full of all Loans hereunder, all interest thereon and all other amounts payable by each Borrower hereunder:

8.01 Financial Statements. The Company shall deliver to each of the Banks:

(a) as soon as available and in any event within 60 days after the end of each of the fiscal quarterly periods of each fiscal year of the Company, consolidated statements of income, cash flows and stockholders' equity of the Company and its Subsidiaries for such period and for the period from the beginning of the respective fiscal year to the end of such period, and the related consolidated balance sheet as at the end of such period, setting forth in each case in comparative form the corresponding figures for the corresponding period in the preceding fiscal year, and accompanied by a certificate of a senior financial officer of the Company, which certificate shall state that said financial statements fairly present the consolidated financial condition and results of operations of the Company and its Subsidiaries, in accordance with generally accepted accounting principles, as at the end of (and for) such period (subject to normal year-end audit adjustments).

(b) as soon as available and in any event within 90 days after the end of each fiscal year of the Company, consolidated statements of income, cash flows and stockholders' equity of the Company and its Subsidiaries for such year and the related consolidated balance sheet as at the end of such year, setting forth in each case in comparative form the corresponding figures for the preceding fiscal year, and accompanied by an opinion thereon of independent certified public accountants of recognized national standing, which opinion shall state that said financial statements fairly present the consolidated financial condition

and results of operations of the Company and its Subsidiaries, in accordance with generally accepted accounting principles, as at the end of (and for) such fiscal year, and a certificate of such accountants stating that, in making the examination necessary for their opinion, they obtained no knowledge, except as specifically stated, of any Default.

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(c) promptly upon their becoming available, copies of all registration statements and regular periodic reports, if any, which the Company shall have filed with the Securities and Exchange Commission (or any governmental agency substituted therefor) or any national securities exchange.

(d) promptly upon the mailing thereof to the shareholders of the Company generally, copies of all financial statements, reports and proxy statements so mailed.

(e) as soon as possible, and in any event within ten days after the Company knows or has reason to know that any of the events or conditions specified below with respect to any Plan or Multiemployer Plan of the Company have occurred or exist, a statement signed by a senior financial officer of the Company setting forth details respecting such event or condition and the action, if any, which the Company or any ERISA Affiliate proposes to take with respect thereto (and a copy of any report or notice required to be filed with or given to PBGC by the Company or such ERISA Affiliate with respect to such event or condition):

(i) any reportable event, as defined in Section 4043(b) of ERISA and the regulations issued thereunder, with respect to a Plan, as to which PBGC has not by regulation waived the requirement of Section 4043(a) of ERISA that it be notified within 30 days of the occurrence of such event (provided that a failure to meet the minimum funding standard of Section 412 of the Code or Section 302 of ERISA shall be a reportable event regardless of the issuance of any waivers in accordance with Section 412(d) of the Code);

(ii) the filing under Section 4041 of ERISA of a notice of intent to terminate any Plan or the termination of any Plan if at the date of such filing or termination the fair market value of the assets of such Plan, as determined by the Plan's independent actuaries, is exceeded by the present value as determined by such actuaries as of such date, of benefit commitments under such Plan by more than \$1,000,000 (including any prior terminations subject to this provision);

(iii) the institution by PBGC of proceedings under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Plan of the Company, of the receipt by the Company or any ERISA Affiliate of a notice from a Multiemployer Plan that such action has been taken by PBGC with respect to such Multiemployer Plan;

(iv) the complete or partial withdrawal by the Company or any ERISA Affiliate under Section 4201 or 4204 of ERISA from a Multiemployer Plan causing any withdrawal liability in excess of \$500,000 (including any prior withdrawals subject to this provision), or the receipt by the Company or

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any ERISA Affiliate of notice from a Multiemployer Plan that it is in reorganization or insolvency pursuant to Section 4241 or 4245 of ERISA or that it intends to terminate or has terminated under Section 4041A of ERISA; and

(v) the institution of a proceeding by a fiduciary of any Multiemployer Plan against the Company or any ERISA Affiliate to enforce Section 515 of ERISA, which proceeding is not dismissed within 30 days.

(f) promptly after the Company knows or has reason to know that any Default has occurred, a notice of such Default, describing the same in reasonable detail.

(g) from time to time such other information regarding the business, affairs or financial condition of the Company or any of its Subsidiaries (including, without limitation, any Plan or Multiemployer Plan and any reports or other information required to be filed under ERISA) as any Bank or the Agent may reasonably request.

The Company will furnish to each Bank, at the time it furnishes each set of financial statements pursuant to paragraph (a) or (b) above, a certificate of a senior financial officer of the Company (i) to the effect that no Default has occurred and is continuing (or, if any Default has occurred and is continuing, describing the same in reasonable detail) and (ii) setting forth in reasonable detail the computations necessary to determine whether the Company is in compliance with Sections 8.06, 8.07(a)(vii), 8.08(xiii), 8.10 and 8.11 hereof as of the end of the respective fiscal quarter or fiscal year.

8.02 Litigation. The Company shall promptly give to each Bank notice of all legal or arbitral proceedings, and of all proceedings before any governmental or regulatory authority or agency, instituted, or (to the knowledge of the Company) threatened, against the Company or any of its Subsidiaries which could reasonably be expected to have a Material Adverse Effect.

8.03 Corporate Existence, Etc. The Company shall, and shall cause each of its Significant Subsidiaries to: preserve and maintain its corporate existence and all its material rights, privileges and franchises (except as otherwise expressly permitted under Section 8.07 hereof); comply with the requirements of all applicable laws, rules, regulations and orders of governmental or regulatory authorities if failure to comply with such requirements would have a Material Adverse Effect; pay and discharge all taxes, assessments and governmental charges or levies imposed on it or on its income or profits or on any of its property prior to the date on which penalties attach thereto, except for any such tax, assessment, charge or levy the payment of which is being contested in good faith and by proper proceedings and against which adequate reserves are being maintained; maintain all its properties used or useful in its business in good working order and condition, ordinary wear and tear excepted; and permit representatives of any Bank or the Agent, during normal

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business hours, to examine, copy and make extracts from its books and

records, to inspect its properties, and to discuss its business and affairs with its officers, all to the extent reasonably requested by such Bank or the Agent (as the case may be).

8.04 Insurance. The Company shall, and shall cause each of its Subsidiaries to, keep insured by financially sound and reputable insurers all property of a character usually insured by corporations engaged in the same or similar business similarly situated against loss or damage of the kinds and in the amounts customarily insured against by such corporations and carry such other insurance as is usually carried by such corporations.

8.05 Use of Proceeds. The proceeds of the Credit Extensions hereunder will be used solely for general corporate purposes, including (without limitation) commercial paper back-up and acquisitions (each of which uses shall be in compliance with all applicable legal and regulatory requirements, including, without limitation, Regulations G, U and X of the Board of Governors of the Federal Reserve System and the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder). The Company will not permit more than 25% of the value (as determined by any reasonable method) of its assets, nor more than 25% of the value (as determined by any reasonable method) of the assets of the Company and its Subsidiaries, to be represented by margin stock (within the meaning of Regulation U of the Board of Governors of the Federal Reserve System).

8.06 Indebtedness. The Company will not, nor will it permit any of its Subsidiaries to, incur, assume or suffer to exist obligations in respect of standby and performance letters of credit in an aggregate amount exceeding 5% of Total Consolidated Assets at any one time outstanding. The Company will not permit any of its Subsidiaries to create, issue, incur or assume, or suffer to exist, any Indebtedness, except: (i) Indebtedness existing on the date hereof, but not any renewals, extensions or refinancings of the same; (ii) Indebtedness owing to the Company; (iii) Indebtedness of any Person that becomes a Subsidiary of the Company after the date hereof so long as such Indebtedness exists at the time such Person becomes such a Subsidiary and was not incurred in anticipation thereof; (iv) Capital Lease Obligations in an aggregate amount not to exceed an amount equal to 5% of Total Consolidated Assets at any one time outstanding; (v) Indebtedness in respect of Syndicated Loans under this Agreement; (vi) Indebtedness in respect of Syndicated Loans (as defined in the Other Agreement) under the Other Agreement; and (vii) additional Indebtedness in an aggregate amount not to exceed an amount equal to 10% of Total Consolidated Assets at any one time outstanding.

8.07 Fundamental Changes.

(a) The Company will not, and will not permit any of its Subsidiaries to, be a party to any merger or consolidation, and the Company will not, and will not permit any of its Subsidiaries or operating divisions (whether now owned or existing or hereafter

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acquired or designated) to, (x) sell, assign, lease or otherwise dispose of all or substantially all of its Property whether now owned or hereafter acquired or (y) sell, assign or otherwise dispose of any capital stock of any such Subsidiary, or permit any such Subsidiary to issue any capital stock, to any Person other than the Company or any of its Wholly-Owned Subsidiaries if, after giving effect thereto, the Company does not own, directly or indirectly, a majority of the capital stock of such Subsidiary ("Controlling Stock Disposition"); except that, so long as both before and after giving effect thereto no Default shall have occurred and be continuing:

(i) the Company or any Subsidiary of the Company may be a party to any merger or consolidation if it shall be the surviving corporation;

(ii) any such Subsidiary may be a party to any merger or consolidation with another such Subsidiary (or with any Person that becomes another such Subsidiary as a result of such merger or consolidation);

(iii) any such Subsidiary may merge into, and any such Subsidiary or operating division may transfer any Property to, the Company;

(iv) any such Subsidiary or operating division may transfer any Property to another such Subsidiary or operating division (or to any Person that becomes as part of such transfer another such Subsidiary or operating division);

(v) [Intentionally Omitted];

(vi) the Company, any such Subsidiary or operating division may sell, assign, lease or otherwise dispose of any Non-Strategic Property; and

(vii) the Company or any such Subsidiary or operating division may make sales, assignments and other dispositions of Property (including Controlling Stock Dispositions) and any such Subsidiary may become a party to a merger or consolidation (each such sale, assignment, disposition, Controlling Stock Disposition, merger or consolidation, other than those described in clauses (i) through (vi) hereof, a "Disposition") if the Property that was the subject of any such Disposition, together with the Property that was the subject of all Dispositions during the Disposition Period for such Disposition, did not produce revenue that was greater in amount than an amount equal to 10% of the revenue of the Company and its Subsidiaries (determined on a consolidated basis without duplication in accordance with GAAP) for the twelve-month period ending on the Determination Date for such Disposition (for which purpose, a Controlling Stock Disposition with respect to any such Subsidiary shall be deemed to be the disposition of Property of such Subsidiary that produced all of the revenues of such Subsidiary).

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(b) Notwithstanding anything in clauses (i)-(vii) of Section 8.07(a) hereof to the contrary:

(i) the Company will not, and will not permit any of its Subsidiaries or operating divisions (whether now owned or existing or hereafter acquired or designated) to, sell, lease, assign, transfer or otherwise dispose of (whether in one transaction or in a series of transactions) any of its Property (whether now owned or hereafter acquired) if such sale, assignment, lease or other disposition (whether in one transaction or in a series of transactions) shall have a Material Adverse Effect; and

(ii) no Wholly-Owned Subsidiary of the Company shall be a party to any merger or consolidation with, or shall sell, lease, assign, transfer or otherwise dispose of any substantial part of its Property to, any Subsidiary of the Company that is not a Wholly-Owned Subsidiary of the Company.

8.08 Liens. The Company shall not, and shall not permit

any of its Subsidiaries to, create, assume or suffer to exist any Lien upon any of its property or assets, now owned or hereafter acquired, securing any Indebtedness or other obligation except: (i) Liens outstanding on the date hereof and listed in Schedule II hereto; (ii) Liens for taxes or other governmental charges not yet delinquent; (iii) Liens in respect of Property acquired or constructed or improved by the Company or any such Subsidiary after the date hereof which Liens exist or are created at the time of acquisition or completion of construction or improvement of such Property or within six months thereafter to secure Indebtedness assumed or incurred to finance all or any part of the purchase price or cost of construction or improvement of such Property, but any such Lien shall cover only the Property so acquired or constructed and any improvements thereto (and any real property on which such Property is located); (iv) Liens on Property of any corporation that becomes a Subsidiary of the Company after the date of this Agreement, provided that such Liens are in existence at the time such corporation becomes a Subsidiary of the Company and were not created in anticipation thereof; (v) Liens on Property acquired after the date hereof, provided that such Liens were in existence at the time such Property was acquired and were not created in anticipation thereof; (vi) Liens imposed by law, such as mechanics, materialmen, landlords, warehousemen and carriers Liens, and other similar Liens, securing obligations incurred in the ordinary course of business which are not past due for more than thirty days or which are being contested in good faith by appropriate proceedings and for which appropriate reserves have been established; (vii) Liens under workmen's compensation, unemployment insurance, social security or similar legislation; (viii) Liens, deposits, or pledges to secure the performance of bids, tenders, contracts (other than contracts for the payment of money), leases, public or statutory obligations, surety, stay, appeal, indemnity, performance or other similar bonds, or other similar obligations arising in the ordinary course of business; (ix) judgment and other similar Liens arising in connection with court proceedings, provided the execution or other enforcement of such Liens is effectively stayed and the claims secured thereby are

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being actively contested in good faith and by appropriate proceedings; (x) easements, rights-of-way, restrictions and other similar encumbrances which, in the aggregate, do not materially interfere with the occupation, use and enjoyment by the Company or any such Subsidiary of the Property encumbered thereby in the normal course of its business or materially impair the value of the Property subject thereto; (xi) Liens securing obligations of any such Subsidiary to the Company or another Subsidiary of the Company; (xii) Liens securing obligations of the Company (in an aggregate amount not exceeding at any one time the greater of (a) \$175,000,000 and (b) an aggregate amount equal to 75% of the sum of (i) the book value of the accounts receivable of the Company and its Subsidiaries plus (ii) the unpaid amount of all accounts receivable that, but for the sale of such accounts receivable pursuant to the Receivable Sales Agreements, would have been reflected in accounts receivable on a consolidated balance sheet of the Company and its Subsidiaries) pursuant to Receivables Sale Agreements; and (xiii) other Liens securing Indebtedness in an aggregate amount, which together with outstanding obligations referred to in clause (xii) above, does not exceed 15% of Total Consolidated Assets.

8.09 Lines of Businesses. Neither the Company nor any of its Subsidiaries shall engage to any significant extent in any line or lines of business other than the lines of business in which they are engaged on the date hereof and any other line or lines of business directly related to the manufacture, distribution and/or sale of consumer or industrial products (collectively, "Permitted Activities"). Notwithstanding the foregoing, the Company and its Subsidiaries may engage in other lines of business as a result of the

acquisition of any Person primarily engaged in Permitted Activities so long as the Company uses its best efforts to come into compliance with the first sentence of this Section 8.09 within a reasonable period of time after such acquisition.

8.10 Interest Coverage Ratio. The Company shall cause the Interest Coverage Ratio, for any fiscal quarter of the Company, to be greater than 3.0 to 1.

8.11 Total Indebtedness to Total Capital. The Company shall not permit the ratio of Total Indebtedness to Total Capital at any time to be greater than .50 to 1.

SECTION 9. EVENTS OF DEFAULT. If one or more of the following events (herein called "Events of Default") shall occur and be continuing:

(a) Any Borrower shall default in the payment when due of any principal of or interest on any Loan or any other amount payable by it hereunder; or

(b) The Company or any of its Subsidiaries shall default in the payment when due of any principal of or interest on any of its other Indebtedness aggregating \$10,000,000 or more; or any event specified in any note, agreement, indenture or other document evidencing or relating to any Indebtedness aggregating

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\$20,000,000 or more shall occur if the effect of such event is to cause, or (with the giving of any notice or the lapse of time or both) to permit the holder or holders of such Indebtedness (or a trustee or agent on behalf of such holder or holders) to cause, such Indebtedness to become due prior to its stated maturity or to permit termination of the commitment to lend pursuant to any such instrument or agreement; or

(c) Any representation, warranty or certification made or deemed made by the Company or any other Borrower herein or in any Designation Letter or by the Company or any other Borrower in any certificate furnished to any Bank or the Agent pursuant to the provisions hereof or thereof, shall prove to have been false or misleading as of the time made or furnished in any material respect; or

(d) The Company shall default in the performance of any of its obligations under Section 8.01(f) or 8.05 through 8.11 (inclusive) hereof; or the Company shall default in the performance of any of its other obligations in this Agreement and such default shall continue unremedied for a period of 30 days after notice thereof to the Company by the Agent or any Bank (through the Agent); or

(e) The Company or any of its Significant Subsidiaries shall admit in writing its inability to, or be generally unable to, pay its debts as such debts become due; or

(f) The Company or any of its Significant Subsidiaries shall (i) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property, (ii) make a general assignment for the benefit of its creditors, (iii) commence a voluntary case under the Bankruptcy Code (as now or hereafter in effect), (iv) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or readjustment of debts, (v) fail to controvert in a

timely and appropriate manner, or acquiesce in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (vi) take any corporate action for the purpose of effecting any of the foregoing; or

(g) A proceeding or case shall be commenced against the Company or any of its Significant Subsidiaries without its application or consent, in any court of competent jurisdiction, seeking (i) its liquidation, reorganization, dissolution or winding-up, or the composition or readjustment of its debts, (ii) the appointment of a trustee, receiver, custodian, liquidator or the like of it or of all or any substantial part of its assets, or (iii) similar relief in respect of it under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment or decree approving or ordering any of the foregoing

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shall be entered and continue unstayed and in effect, for a period of 60 days; or an order for relief against it shall be entered in an involuntary case under the Bankruptcy Code; or

(h) A final judgment or judgments for the payment of money in excess of \$20,000,000 in the aggregate shall be rendered by a court or courts against the Company and/or any of its Subsidiaries and the same shall not be discharged (or provision shall not be made for such discharge), or a stay of execution thereof shall not be procured, within 30 days from the date of entry thereof and the Company or the relevant Subsidiary shall not, within said period of 30 days, or such longer period during which execution of the same shall have been stayed, appeal therefrom and cause the execution thereof to be stayed during such appeal; or

(i) An event or condition specified in Section 8.01(e) hereof shall occur or exist with respect to any Plan or Multi-employer Plan of the Company and, as a result of such event or condition, together with all other such events or conditions, the Company or any ERISA Affiliate shall incur or in the opinion of the Majority Banks shall be reasonably likely to incur a liability to a Plan, a Multiemployer Plan or PBGC (or any combination of the foregoing) which is, in the determination of the Majority Banks, material in relation to the consolidated financial position of the Company and its Subsidiaries (taken as a whole); or

(j) An event of default (under and as defined in the Indenture) shall occur and be continuing; or

(k) During any period of 25 consecutive calendar months (i) individuals who were directors of the Company on the first day of such period and (ii) other individuals whose election or nomination to the Board of Directors of the Company was approved by at least a majority of the individuals referred to in clause (i) above and (iii) other individuals whose election or nomination to the Board of Directors of the Company was approved by at least a majority of the individuals referred to in clauses (i) and (ii) above shall no longer constitute a majority of the Board of Directors of the Company;

THEREUPON: (i) in the case of an Event of Default other than one referred to in clause (f) or (g) of this Section 9 in respect of the Company or any Approved Borrower, (x) the Agent may and, upon request of the Majority Banks, shall, by notice to the Company, cancel the Commitments and (y) the Agent may and, upon request of Banks holding

at least 66-2/3% of the aggregate unpaid principal amount of Loans then outstanding shall, by notice to the Company, declare the principal amount of and the accrued interest on the Loans, and all other amounts payable by the Company or any other Borrower hereunder and under the Notes, to be forthwith due and payable, whereupon such amounts shall be immediately due and payable without presentment, demand, protest or other formalities of any kind, all of which are hereby expressly waived by the Company and each other Borrower; and

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(ii) in the case of the occurrence of an Event of Default referred to in clause (f) or (g) of this Section 9 in respect of the Company or any Approved Borrower, the Commitments shall be automatically cancelled and the principal amount then outstanding of, and the accrued interest on, the Loans and all other amounts payable by the Company or any other Borrower hereunder and under the Notes shall become automatically immediately due and payable without presentment, demand, protest or other formalities of any kind, all of which are hereby expressly waived by the Company and each other Borrower.

In addition, in the case of the occurrence of any event of the type referred to in clause (f) or (g) of this Section 9 in respect of any Approved Borrower that is not a Significant Subsidiary, the principal amount then outstanding of, and accrued interest on, the Loans and other amounts payable by such Approved Borrower hereunder and under its Notes shall automatically become immediately due and payable without presentment, demand, protest or other formalities of any kind, all of which are hereby expressly waived by such Approved Borrower and the Company.

SECTION 10. THE AGENT.

10.01 Appointment, Powers and Immunities. Each Bank hereby irrevocably (but subject to Section 10.08 hereof) appoints and authorizes the Agent to act as its agent hereunder with such powers as are specifically delegated to the Agent by the terms of this Agreement together with such other powers as are reasonably incidental thereto. The Agent (which term as used in this sentence and in Section 10.05 and the first sentence of Section 10.06 hereof shall include reference to its affiliates and its own and its affiliates' officers, directors, employees and agents): (a) shall have no duties or responsibilities except those expressly set forth in this Agreement and shall not by reason of this Agreement be a trustee for any Bank; (b) shall not be responsible to the Banks for any recitals, statements, representations or warranties contained in this Agreement or in any certificate or other document referred to or provided for in, or received by any of them under, this Agreement or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement, any Note or any other document referred to or provided for herein or for any failure by the Company or any other Person to perform any of its obligations hereunder or thereunder; (c) shall not be required to initiate or conduct any litigation or collection proceedings hereunder; and (d) shall not be responsible for any action taken or omitted to be taken by it hereunder or under any other document or instrument referred to or provided for herein or in connection herewith, except for its own gross negligence or willful misconduct. The Agent may employ agents and attorneys-in-fact and shall not be responsible for the negligence or misconduct of any such agents or attorneys-in-fact selected by it with reasonable care. The Agent may deem and treat the payee of any Syndicated Note as the holder thereof for all purposes hereof unless and until a written notice of the assignment or transfer thereof shall have been filed with the Agent, together with the written consent of the Company and the Agent, if required, to such assignment or transfer.

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10.02 Reliance by Agent. The Agent shall be entitled to rely upon any certification, notice or other communication (including any thereof by telephone, telex, telegram or cable) believed by it to be genuine and correct and to have been signed or sent by or on behalf of the proper Person or Persons, and upon advice and statements of legal counsel, independent accountants and other experts selected by the Agent. As to any matters not expressly provided for by this Agreement, the Agent shall in all cases be fully protected in acting, or in refraining from acting, hereunder in accordance with instructions signed by the Majority Banks, and such instructions of the Majority Banks and any action taken or failure to act pursuant thereto shall be binding on all the Banks.

10.03 Defaults. The Agent shall not be deemed to have knowledge of the occurrence of a Default unless the Agent has received notice from a Bank or the Company specifying such Default and stating that such notice is a "Notice of Default". In the event that the Agent receives such a notice of the occurrence of a Default, the Agent shall give prompt notice thereof to the Banks. The Agent shall (subject to Section 10.07 hereof) take such action with respect to such Default as shall be directed by the Majority Banks, provided 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 as it shall deem advisable in the best interest of the Banks.

10.04 Rights as a Bank. With respect to its Commitment and the Loans made by it, Chase (and any successor acting as Agent), in its capacity as a Bank hereunder shall have the same rights and powers hereunder as any other Bank and may exercise the same as though it were not acting as the Agent, and the term "Bank" or "Banks" shall, unless the context otherwise indicates, include the Agent in its individual capacity. Chase (and any successor acting as Agent) and its affiliates may (without having to account therefor to any Bank) accept deposits from, lend money to and generally engage in any kind of banking, trust or other business with the Company (and any of its affiliates) as if it were not acting as the Agent, and Chase and its affiliates may accept fees and other consideration from the Company for services in connection with this Agreement or otherwise without having to account for the same to the Banks.

10.05 Indemnification. The Banks agree to indemnify the Agent (to the extent not reimbursed under Section 12.03 hereof, but without limiting the obligations of the Company under said Section 12.03), ratably in accordance with their respective Commitments, for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind and nature whatsoever which may be imposed on, incurred by or asserted against the Agent in any way relating to or arising out of this Agreement or any other documents contemplated by or referred to herein or the transactions contemplated hereby (including, without limitation, the costs and expenses which the Company is obligated to pay under Section 12.03 hereof but excluding, unless a Default has occurred and is continuing, normal administrative costs and expenses incident to the performance of its agency duties

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hereunder) or the enforcement of any of the terms hereof, or of any such other documents, provided that no Bank shall be liable for any of the foregoing to the extent they arise from the gross negligence or willful misconduct of the party to be indemnified.

10.06 Non-Reliance on Agent and Other Banks. Each Bank agrees that it has, independently and without reliance on the Agent or any other Bank, and based on such documents and information as it has deemed appropriate, made its own credit analysis of the Company and its Subsidiaries and decision to enter into this Agreement and that it will, independently and without reliance upon the Agent or any other Bank, and based on such documents and information as it shall deem appropriate at the time, continue to make its own analysis and decisions in taking or not taking action under this Agreement. The Agent shall not be required to keep itself informed as to the performance or observance by any Obligor of this Agreement or any other document referred to or provided for herein or to inspect the properties or books of the Company or any Subsidiary of the Company. Except for notices, reports and other documents and information expressly required to be furnished to the Banks by the Agent hereunder, the Agent shall not have any duty or responsibility to provide any Bank with any credit or other information concerning the affairs, financial condition or business of the Company or any Subsidiary of the Company (or any of their affiliates) which may come into the possession of the Agent or any of its affiliates.

10.07 Failure to Act. Except for action expressly required of the Agent hereunder the Agent shall in all cases be fully justified in failing or refusing to act hereunder unless it shall be indemnified to its satisfaction by the Banks against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action.

10.08 Resignation or Removal of Agent. Subject to the appointment and acceptance of a successor Agent as provided below, the Agent may resign at any time by giving notice thereof to the Banks and the Company and the Agent may be removed at any time with or without cause by the Majority Banks. Upon any such resignation or removal, the Majority Banks shall have the right to appoint a successor Agent. If no successor Agent shall have been so appointed by the Majority Banks and shall have accepted such appointment within 30 days after the retiring Agent's giving of notice of resignation or the Majority Banks' removal of the retiring Agent, then the retiring Agent may, on behalf of the Banks, appoint a successor Agent, which shall be a bank which has an office in New York, New York with a combined capital and surplus of at least \$100,000,000. Upon the acceptance of any appointment as Agent hereunder by a successor Agent, such successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall be discharged from its duties and obligations hereunder. After any retiring Agent's resignation or removal hereunder as Agent, the provisions of this Section 10 shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was acting as the Agent.

CREDIT AGREEMENT

SECTION 11. GUARANTEE.

11.01 Guarantee. The Company hereby guarantees to each Bank and the Agent and their respective successors and assigns the prompt payment in full when due (whether at stated maturity, by acceleration, by optional prepayment or otherwise) of the principal of and interest on the Loans made by the Banks to, and the Notes held by each Bank of, any Approved Borrower and all other amounts from time to time owing to the Banks or the Agent by any Approved Borrower under

this Agreement pursuant to its Designation Letter and under the Notes, in each case strictly in accordance with the terms thereof (such obligations being herein collectively called the "Guaranteed Obligations"). The Company hereby further agrees that if any Approved Borrower shall fail to pay in full when due (whether at stated maturity, by acceleration, by optional prepayment or otherwise) any of the Guaranteed Obligations, the Company will promptly pay the same, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Guaranteed Obligations, the same will be promptly paid in full when due (whether at extended maturity, by acceleration or otherwise) in accordance with the terms of such extension or renewal.

11.02 Obligations Unconditional. The obligations of the Company hereunder are unconditional irrespective of (a) the value, genuineness, validity, regularity or enforceability of any of the Guaranteed Obligations, (b) any modification, amendment or variation in or addition to the terms of any of the Guaranteed Obligations or any covenants in respect thereof or any security therefor, (c) any extension of time for performance or waiver of performance of any covenant of any Approved Borrower or any failure or omission to enforce any right with regard to any of the Guaranteed Obligations, (d) any exchange, surrender, release of any other guaranty of or security for any of the Guaranteed Obligations, or (e) any other circumstance with regard to any of the Guaranteed Obligations which may or might in any manner constitute a legal or equitable discharge or defense of a surety or guarantor, it being the intent hereof that the obligations of the Company hereunder shall be absolute and unconditional under any and all circumstances.

The Company hereby expressly waives diligence, presentment, demand, protest, and all notices whatsoever with regard to any of the Guaranteed Obligations and any requirement that the Agent or any Bank exhaust any right, power or remedy or proceed against any Approved Borrower hereunder or under the Designation Letter of such Approved Borrower or any Note of such Approved Borrower or any other guarantor of or any security for any of the Guaranteed Obligations.

11.03 Reinstatement. The guarantee in this Section 11 shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of any Approved Borrower in respect of the Guaranteed Obligations is rescinded or must be otherwise restored by any holder(s) of any of the Guaranteed Obligations, whether as a result of any proceedings in bankruptcy or reorganization or otherwise.

CREDIT AGREEMENT

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11.04 Subrogation. Until the termination of the Commitments and the payment in full of the principal of and interest on the Loans and all other amounts payable to the Agent or any Bank hereunder, the Company hereby irrevocably waives all rights of subrogation or contribution, whether arising by operation of law (including, without limitation, any such right arising under the Federal Bankruptcy Code) or otherwise, by reason of any payment by it pursuant to the provisions of this Section 11.

11.05 Remedies. The Company agrees that, as between the Company on the one hand and the Banks and the Agent on the other hand, the obligations of any Approved Borrower guaranteed under this Agreement may be declared to be forthwith due and payable, or may be deemed automatically to have been accelerated, as provided in Section 9 hereof, for purposes of Section 11.01 hereof notwithstanding any stay, injunction or other prohibition (whether in a bankruptcy proceeding affecting such Approved Borrower or otherwise) preventing such declaration as against such Approved Borrower and that, in the

event of such declaration or automatic acceleration such obligations (whether or not due and payable by such Approved Borrower) shall forthwith become due and payable by the Company for purposes of said Section 11.01.

11.06 Continuing Guarantee. The guarantee in this Section 11 is a continuing guarantee and shall apply to all Guaranteed Obligations whenever arising.

SECTION 12. MISCELLANEOUS.

12.01 Waiver. No failure on the part of the Agent or any Bank to exercise and no delay in exercising, and no course of dealing with respect to, any right, power or privilege under this Agreement, any Designation Letter or any Note shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this Agreement, any Designation Letter or any Note preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The remedies provided herein and therein are cumulative and not exclusive of any remedies provided by law.

12.02 Notices. All notices and other communications provided for herein (including, without limitation, any modifications of, or requests, demands, waivers or consents under, this Agreement) shall be given or made by telex, telecopy, telegraph, cable or in writing and telexed, telecopied, telegraphed, cabled, mailed or delivered to the intended recipient at the "Address for Notices" specified below its name on the signature pages hereof; or, as to any party, at such other address as shall be designated by such party in a notice to each other party. Except as otherwise provided in this Agreement, all such communications shall be deemed to have been duly given when transmitted by telex or telecopier, delivered to the telegraph or cable office or personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as aforesaid. Each Approved Borrower hereby agrees that each notice or other communication provided for herein may be furnished to the

CREDIT AGREEMENT

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Company or by the Company on its behalf in the manner specified above and each Approved Borrower further agrees that failure of the Company to deliver to such Approved Borrower any notice furnished in accordance with this Section 12.02 shall not affect the validity of such notice.

12.03 Expenses, Etc. The Company agrees to pay or reimburse each of the Banks and the Agent for paying: (a) the reasonable fees and expenses of Milbank, Tweed, Hadley & McCloy, special New York counsel to the Banks and the Agent, in connection with (i) the preparation, execution and delivery of this Agreement, the Designation Letters and the Notes, the making of the Loans hereunder and (ii) any amendment, modification or waiver (whether or not such amendment, modification or waiver shall become effective) of any of the terms of this Agreement or any of the Notes; (b) all reasonable costs and expenses of the Banks and the Agent (including reasonable counsels' fees) in connection with the enforcement of this Agreement, any Designation Letter or any of the Notes; and (c) all transfer, stamp, documentary or other similar taxes, assessments or charges levied by any governmental or revenue authority in respect of this Agreement, any Designation Letter, any of the Notes or any other document referred to herein.

The Company hereby agrees to indemnify the Agent and each Bank and their respective directors, officers, employees and agents from, and hold each of them harmless against, any and all losses, liabilities, claims, damages, costs, expenses, taxes or penalties

incurred by any of them arising out of, by reason of or as a consequence of (i) any representation or warranty made or deemed to be made by any Approved Borrower in Part B of Section 7 hereof or in such Approved Borrower's Designation Letter proving to have been false or misleading as of the time made in any material respect or (ii) any investigation or litigation or other proceedings (including any threatened investigation or litigation or other proceedings) relating to any actual or proposed use by the Company or any Subsidiary of the Company of the proceeds of any of the Loans, including, without limitation, the reasonable fees and disbursements of counsel incurred in connection with any such investigation or litigation or other proceedings (but excluding any such losses, liabilities, claims, damages, costs, expenses, taxes or penalties incurred by reason of the gross negligence or willful misconduct of the Person to be indemnified).

12.04 Amendments, Etc. Except as otherwise expressly provided in this Agreement, any provision of this Agreement may be amended or modified only by an instrument in writing signed by the Company, the Agent and the Majority Banks, or by the Company, and the Agent acting with the consent of the Majority Banks, and any provision of this Agreement may be waived by the Majority Banks or by the Agent acting with the consent of the Majority Banks; provided that no amendment, modification or waiver shall, unless by an instrument signed by all of the Banks or by the Agent acting with the consent of all of the Banks: (i) increase or extend the term, or extend the time or waive any requirement for the reduction or termination, of the Commitments, (ii) extend the date fixed for the payment of any

CREDIT AGREEMENT

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principal of or interest on any Loan, (iii) reduce the amount of any principal of any Loan or the rate at which interest or any fee is payable hereunder, (iv) alter the terms of Section 11 hereof or release the Guarantor from any of its obligations thereunder, (v) alter the terms of this Section 12.04, (vi) amend the definition of the term "Majority Banks" or modify in any other manner the number or percentage of the Banks required to make any determinations or waive any rights hereunder or to modify any provision hereof, (vii) amend the definition of the term "Agreed Alternative Currency" or (viii) waive any of the conditions precedent set forth in Section 6 hereof; and provided, further, that any amendment of Section 10 hereof, or which increases the obligations or alters the rights of the Agent hereunder, shall require the consent of the Agent.

12.05 Assignments and Participations.

(a) No Obligor may assign any of its rights or obligations hereunder or under the Notes without the prior consent of all of the Banks and the Agent.

(b) No Bank may assign all or any part of its Loans, its Notes or its Commitment without the prior consent of the Company and the Agent, which consents will not be unreasonably withheld; provided that, (i) without the consent of the Company or the Agent, any Bank may assign to any of its affiliates or to another Bank all or (subject to the further clauses below) any portion of its Commitment; (ii) any such partial assignment shall be not less than \$5,000,000 and in multiples of \$1,000,000 in excess thereof; and (iii) such assigning Bank shall also simultaneously assign the same proportion of each of its Syndicated Loans then outstanding (together with the same proportion of its Syndicated Note then outstanding). Upon written notice to the Company and the Agent of an assignment permitted by the preceding sentence (which notice shall identify the assignee, the amount of the assigning Bank's Commitment and Loans assigned in detail reasonably satisfactory to the Agent) and upon the effectiveness

of any assignment consented to by the Company and the Agent, the assignee shall have, to the extent of such assignment (unless otherwise provided in such assignment with the consent of the Company and the Agent), the obligations, rights and benefits of a Bank hereunder holding the Commitment and Loans (or portions thereof) assigned to it (in addition to the Commitment and Loans, if any, theretofore held by such assignee) and the assigning Bank shall, to the extent of any such Commitment assignment, be released from its Commitment (or portions thereof) so assigned. Upon the effectiveness of any assignment referred to in this Section 12.05(b), the assigning Bank or the assignee Bank shall pay to the Agent a transfer fee in an amount equal to \$3,000.

(c) A Bank may sell or agree to sell to one or more other Persons a participation in all or any part of its Commitment or its Loans, in which event each such participant shall be entitled to the rights and benefits of the provisions of Section 8.01(g) hereof with respect to its participation as if (and the Company shall be directly obligated to such participant under such

CREDIT AGREEMENT

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provisions as if) such participant were a "Bank" for purposes of said Section, but shall not have any other rights or benefits under this Agreement or such Bank's Notes (the participant's rights against such Bank in respect of such participation to be those set forth in the agreement (the "Participation Agreement") executed by such Bank in favor of the participant). All amounts payable by the Company to any Bank under Section 5 hereof shall be determined as if such Bank had not sold or agreed to sell any participations and as if such Bank were funding all of its Loans in the same way that it is funding the portion of its Loans in which no participations have been sold. In no event shall a Bank that sells a participation be obligated to the participant under the Participation Agreement to take or refrain from taking any action hereunder or under such Bank's Notes except that such Bank may agree in the Participation Agreement that it will not, without the consent of the participant, agree to (i) the increase, or the extension of the term, or the extension of the time or waiver of any requirement for the reduction or termination, of such Bank's Commitment, (ii) the extension of any date fixed for the payment of principal or interest on any participated Loan or any portion of any fees payable to the participant, (iii) the reduction of any payment of principal of any participated Loan, (iv) the reduction of the rate at which either interest or (if the participant is entitled to any part thereof) fees are payable hereunder to a level below the rate at which the participant is entitled to receive interest or fees (as the case may be) in respect of such participation or (v) any modification, supplement or waiver hereof or of any of the other Basic Documents to the extent that the same, under the terms hereof or thereof, requires the consent of each Bank.

(d) In addition to the assignments and participations permitted under the foregoing provisions of this Section 12.05, a Bank may assign and pledge all or any portion of its Loans and its Notes to any Federal Reserve Bank as collateral security pursuant to Regulation A and any Operating Circular issued by such Federal Reserve Bank. No such assignment shall release the Bank from its obligations hereunder.

(e) A Bank may furnish any information concerning the Company or any of its Subsidiaries in the possession of such Bank from time to time to assignees and participants (including prospective assignees and participants).

12.06 Survival. The obligations of any Borrower under

Sections 5.01, 5.05 and 5.06 hereof, the obligations of the Banks under Section 10.05 hereof and the obligations of the Company under Section 12.03 hereof shall survive the repayment of the Loans and the termination of the Commitments. In addition, each representation and warranty made, or deemed to be made, by a notice of borrowing of Loans hereunder shall survive the making of such Loans, and no Bank shall be deemed to have waived, by reason of making any Loan, any Default or Event of Default which may arise by reason of such representation or warranty proving to have been false or misleading, notwithstanding that such Bank or the Agent may have had notice or knowledge or reason

CREDIT AGREEMENT

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to believe that such representation or warranty was false or misleading at the time such Loan was made.

12.07 Captions. Captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.

12.08 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be identical and all of which, when taken together, shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart.

12.09 Governing Law; Jurisdiction; Service of Process; Waiver of Jury Trial; Etc.

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, AND ANY ACTION OR PROCEEDING TO EXECUTE OR OTHERWISE ENFORCE ANY JUDGMENT OBTAINED IN CONNECTION THEREWITH, MAY BE INSTITUTED IN THE SUPREME COURT OF THE STATE OF NEW YORK, COUNTY OF NEW YORK OR IN THE U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND EACH OBLIGOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS GENERALLY (BUT NON-EXCLUSIVELY) TO THE JURISDICTION OF EACH SUCH COURT. THE COMPANY IRREVOCABLY CONSENTS TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES OF SUCH PROCESS TO THE COMPANY AT ITS ADDRESS SET FORTH UNDERNEATH ITS SIGNATURE HERETO. EACH APPROVED BORROWER HEREBY AGREES THAT SERVICE OF PROCESS IN ANY SUCH ACTION OR PROCEEDING BROUGHT IN NEW YORK MAY BE MADE UPON SUCH APPROVED BORROWER BY SERVICE UPON THE COMPANY AT THE "ADDRESS FOR NOTICES" SPECIFIED BELOW ITS NAME ON THE SIGNATURE PAGES HEREOF AND EACH APPROVED BORROWER HEREBY IRREVOCABLY APPOINTS THE COMPANY AS ITS AUTHORIZED AGENT ("PROCESS AGENT") TO ACCEPT, ON BEHALF OF ITS PROPERTY SUCH SERVICE OF PROCESS IN NEW YORK. EACH OBLIGOR AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. EACH OBLIGOR IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH OBLIGOR FURTHER AGREES THAT ANY SUCH ACTION OR PROCEEDING AGAINST THE AGENT AND/OR ANY OF THE BANKS SHALL BE BROUGHT ONLY IN THE SUPREME COURT OF THE STATE OF NEW YORK, COUNTY OF NEW YORK OR IN THE U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND THE AGENT AND THE BANKS HEREBY CONSENT TO THE JURISDICTION OF SUCH COURTS FOR SUCH PURPOSE.

(b) EACH OF THE OBLIGORS, THE AGENT AND THE BANKS HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

CREDIT AGREEMENT

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12.10 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

12.11 Judgment Currency. This is an international loan transaction in which the specification of Dollars or an Alternative Currency, as the case may be (the "Specified Currency"), any payment in New York City or the country of the Specified Currency, as the case may be (the "Specified Place"), is of the essence, and the Specified Currency shall be the currency of account in all events relating to Loans denominated in the Specified Currency. The payment obligations of the Obligors under this Agreement and the Notes shall not be discharged by an amount paid in another currency or in another place, whether pursuant to a judgment or otherwise, to the extent that the amount so paid on conversion to the Specified Currency and transfer to the Specified Place under normal banking procedures does not yield the amount of the Specified Currency at the Specified Place due hereunder. If for the purpose of obtaining judgment in any court it is necessary to convert a sum due hereunder in the Specified Currency into another currency (the "Second Currency"), the rate of exchange which shall be applied shall be that at which in accordance with normal banking procedures the Agent could purchase the Specified Currency with the Second Currency on the Business Day next preceding that on which such judgment is rendered. The obligation of each Obligor in respect of any such sum due from it to the Agent or any Bank hereunder (an "Entitled Person") shall, notwithstanding the rate of exchange actually applied in rendering such judgment, be discharged only to the extent that on the Business Day following receipt by such Entitled Person of any sum adjudged to be due hereunder or under the Notes in the Second Currency such Entitled Person may in accordance with normal banking procedures purchase and transfer to the Specified Place the Specified Currency with the amount of the Second Currency so adjudged to be due; and each Obligor hereby, as a separate obligation and notwithstanding any such judgment, agrees to indemnify such Entitled Person against, and to pay such Entitled Person on demand in the Specified Currency, any difference between the sum originally due to such Entitled Person in the Specified Currency and the amount of the Specified Currency so purchased and transferred.

12.12 Cancellation of Existing Credit Agreements. On the date of the execution and delivery of this Agreement, the commitments of the Banks party to the Existing Credit Agreements shall automatically terminate and all fees payable to such Banks accrued to such date under the Existing Credit Agreements shall be immediately due and payable. Upon the payment of such fees, all obligations of the Company and the Drawers under the Existing Credit Agreements shall terminate except for obligations that by the express terms of the Existing Credit Agreements are stated to survive the repayment of the loans and the termination of the commitments of the Banks thereunder. In connection with the foregoing, each of the Banks party to each Existing Credit Agreement (such Banks constituting, in the aggregate, the "Majority Banks" under and as defined in the respective Existing Credit Agreement) hereby agrees to waive the requirement that the Company provide notice of such termination under Section 2.05(b) of each such Existing Credit Agreement.

CREDIT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

NEWELL CO.

By _____
Name:
Title:

Address for Notices:

Newell Co.
29 East Stephenson Street
Freeport, Illinois 61032

Telecopy No.: 815-233-8060

Telephone No.: 815-233-8040

Attention: C.R. Davenport
Vice President --
Treasurer

CREDIT AGREEMENT

THE AGENT

THE CHASE MANHATTAN BANK
(NATIONAL ASSOCIATION),
as Agent

By _____

Name:

Title: Vice President

Address for Notices:

The Chase Manhattan Bank
(National Association),
as Agent

New York Agency
4 Metrotech Center
13th Floor
Brooklyn, New York 11245

Telecopy No.: 718-242-6910

Telephone No.: 718-242-7979

Attention: New York Agency

CREDIT AGREEMENT

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Commitment
\$21,333,333.33

THE BANKS

THE CHASE MANHATTAN BANK
(NATIONAL ASSOCIATION)

By _____

Name:

Title:

Lending Office for all Loans
to U.S. Borrowers:

The Chase Manhattan Bank
(National Association)

1 Chase Manhattan Plaza
New York, New York 10081

Address for Notices:

The Chase Manhattan Bank
(National Association)
1 Chase Manhattan Plaza
New York, New York 10081

Telecopy No.: (212) 552-1457

Telephone No.: (212) 552-1479

Attention: Bruce S. Borden
Vice President

CREDIT AGREEMENT

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Commitment
\$18,666,666.67

ROYAL BANK OF CANADA

By _____
Name:
Title:

Lending Office for all Loans
to U.S. Borrowers:

New York Branch
Royal Bank of Canada
Financial Square
New York, New York 10005-3531

Address for Notices:

New York Branch
Royal Bank of Canada
Financial Square
New York, New York 10005-3531

Attention: Manager, Loans
Administration

Telecopy No.: (212) 428-2372

Telephone No.: (212) 428-6311

with a copy to:

Royal Bank of Canada
One North Franklin Street
Suite 700
Chicago, Illinois 60606

Attention: Preston D. Jones, Senior
Manager

Telecopy No.: (312) 551-0805

Telephone No.: (312) 551-1618

CREDIT AGREEMENT

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Commitment
\$16,000,000

BANK OF AMERICA ILLINOIS

By _____

Name:

Title:

Lending Office for all Loans
to U.S. Borrowers:

Bank of America Illinois
231 South LaSalle Street
Chicago, Illinois 60697

Address for Notices:

Bank of America Illinois
231 South LaSalle Street
Chicago, Illinois 60697

Telecopy No.: (312) 987-1276

Telephone No.: (312) 828-6624

Attention: Kurt W. Anstaett
Managing Director

CREDIT AGREEMENT

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Commitment
\$16,000,000

CIBC INC.

By _____
Name:
Title:

Lending Office for all Loans
to U.S. Borrowers:

CIBC Inc.
Two Paces Ferry Road
Suite 1200
Atlanta, Georgia 30339

Address for Notices:

CIBC Inc.
Two Paces Ferry Road
Suite 1200
Atlanta, Georgia 30339

Telecopy No.: (404) 319-4950

Telephone No.: (404) 319-4856

Attention: Sherry Smith

CREDIT AGREEMENT

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Commitment
\$16,000,000

CREDIT LYONNAIS CAYMAN ISLAND
BRANCH

By _____

Name:

Title:

Lending Office for all Loans
to U.S. Borrowers:

Credit Lyonnais Cayman Island
Branch
1301 Avenue of the Americas
New York, New York 10019

Address for Notices:

Credit Lyonnais
c/o Credit Lyonnais Chicago
Branch
227 West Monroe
Chicago, Illinois 60606

Telecopy No.: (312) 641-0527

Telephone No.: (312) 220-7310

Attention: David Payne

CREDIT AGREEMENT

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Commitment
\$16,000,000

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK

By _____
Name:
Title:

Lending Office for all Loans
to U.S. Borrowers:

Morgan Guaranty Trust Company
of New York
60 Wall Street
New York, New York 10260-0060

Address for Notices:

Morgan Guaranty Trust Company
of New York
c/o J.P. Morgan Services
500 Stanton Christiana Road
P.O. Box 6070
Newark, Delaware 19713-2107

Telecopy No.: (302) 634-1094

Telephone No.: (302) 634-1800

Attention: MOF Desk

CREDIT AGREEMENT

Commitment
\$16,000,000

NATIONSBANK, N.A. (CAROLINAS)

By _____
Name:
Title:

Lending Office for all Loans
to U.S. Borrowers:

NationsBank, N.A. (Carolinas)
233 South Wacker Drive
Suite 2800
Chicago, Illinois 60606

Address for Notices:

NationsBank, N.A. (Carolinas)
233 South Wacker Drive
Suite 2800
Chicago, Illinois 60606

Telecopy No.: (312) 234-5601

Telephone No.: (312) 234-5643

Attention: Carter E. Smith

CREDIT AGREEMENT

Commitment
\$16,000,000

NBD BANK

By _____
Name:

Title:

Lending Office for all Loans
to U.S. Borrowers:

NBD Bank
611 Woodward Avenue
Detroit, Michigan 48226

Address for Notices:

NBD Bank
611 Woodward Avenue
Detroit, Michigan 48226

Telecopy No.: (313) 225-1671

Telephone No.: (313) 225-2762

Attention: Timothy M. Monahan

CREDIT AGREEMENT

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Commitment
\$16,000,000

THE NORTHERN TRUST COMPANY

By _____
Name:
Title:

Lending Office for all Loans
to U.S. Borrowers:

The Northern Trust Company
50 South LaSalle Street
Chicago, Illinois 60675

Address for Notices:

The Northern Trust Company
50 South LaSalle Street
Chicago, Illinois 60675

Telecopy No.: (312) 444-3508

Telephone No.: (312) 444-3460

Attention: Terese M. Hayes

CREDIT AGREEMENT

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Commitment
\$16,000,000

PNC BANK, NATIONAL ASSOCIATION

By _____

Name:

Title:

Lending Office for all Loans
to U.S. Borrowers:

PNC Bank, N.A.
One PNC Plaza
Fifth Avenue and Wood Street
Pittsburgh, Pennsylvania 15222

Address for Notices:

PNC Bank, N.A.
500 West Madison Street
Suite 3140
Chicago, Illinois 60661

Telecopy No.: (312) 906-3420

Telephone No.: (312) 906-3440

Attention: Richard T. Jander

CREDIT AGREEMENT

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Commitment
\$16,000,000

SANWA BANK

By _____
Name:
Title:

Lending Office for all Loans
to U.S. Borrowers:

Sanwa Bank
10 South Wacker Drive
Chicago, Illinois 60606

Address for Notices:

Sanwa Bank
10 South Wacker Drive
Chicago, Illinois 60606

Telecopy No.: (312) 346-6677

Telephone No.: (312) 368-3011

Attention: Richard Ault

CREDIT AGREEMENT

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Commitment
\$16,000,000

SOCIETE GENERALE

By _____
Name:
Title:

By _____
Name:
Title:

Lending Office for all Loans
to U.S. Borrowers:

Societe Generale
181 West Madison Street
Suite 3400
Chicago, Illinois 60602

Address for Notices:

Societe Generale
181 West Madison Street
Suite 3400
Chicago, Illinois 60602

Telecopy No.: (312) 578-5099

Telephone No.: (312) 578-5112

Attention: Donna Benson

NEWELL CO.

FIVE-YEAR CREDIT AGREEMENT

Dated as of June 12, 1995

\$550,000,000

THE CHASE MANHATTAN BANK
(NATIONAL ASSOCIATION),
as Agent

CREDIT AGREEMENT

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This Table of Contents is not part of the Agreement to which it is attached but is inserted for convenience of reference only.

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FIVE-YEAR CREDIT AGREEMENT dated as of June 12, 1995 among: NEWELL CO., a corporation duly organized and validly existing under the laws of the State of Delaware (together with its successors, the "Company"); each of the banks which is a signatory hereto (together with its successors and permitted assigns, individually, a "Bank" and, collectively, the "Banks"); and THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION), as agent for the Banks (in such capacity, together with its successors in such capacity, the "Agent").

The Company has requested that the Banks make loans to the Company and certain designated Subsidiaries of the Company in United States Dollars and in other currencies in an aggregate principal amount not exceeding \$550,000,000 at any one time outstanding, and the Banks are prepared to make such loans upon the terms hereof. Accordingly, the parties hereto agree as follows:

SECTION 1. DEFINITIONS AND ACCOUNTING MATTERS.

1.01 Certain Defined Terms. As used herein, the following terms shall have the following meanings (all terms defined in this Section 1 or in other provisions of this Agreement in the singular to have the same meanings when used in the plural and vice versa):

"Adjusted Operating Income" shall mean, for any period, for the Company and its Subsidiaries (determined on a consolidated basis without duplication in accordance with GAAP) the sum of (i) operating income for such period plus (ii) net income (or minus in the case of any net loss) from discontinued operations for such period plus (iii) interest and dividends received in cash during such period; provided that there shall be excluded from Adjusted Operating Income any income of any Person that accrued prior to the date it becomes a Subsidiary of the Company or is merged into or consolidated with the Company or any Subsidiary of the Company.

"Agent's Account" shall mean (a) in respect of (i) Dollars, account number NYAO-DI-900-9-000002 maintained by the Agent with Chase at the Principal Office, (ii) Belgian Francs, account

number 550877160077 maintained by Chase with Banque Paribas Belgique S.A. at World Trade Center Blvd., Emile Jacomain 162 BTE 2, 1210 Brussels, Belgium, (iii) Canadian Dollars, account number 1035908 maintained by Chase with Bank of Montreal at 34 Beaupre Place Boneventure, Montreal, Quebec, Canada, (iv) French Francs, account number 001014421280 maintained by Chase with Societe Generale at 29 Boulevard Haussmann, 75009 Paris, France, (v) Deutschemarks, account number 400887330900 maintained by Chase with Commerzbank, A.G., Neue Mainzer Strasse 32-36, 60311 Frankfurt am Main 1, Germany, (vi) Italian Lira, account number 15392/018 maintained by Chase with Cassa di Risparmio Provincie Lombarde S.p.A. at Via Monte di Pieta, 8-1 20121 Milan, Italy, (vii) Japanese Yen, account number 653-0418102 maintained by Chase with The Bank of Tokyo at Nihombashi, 6-3 Nihombashi Hongokucho, 1-chome, Chuo-ku, Tokyo 103-91, Japan and (viii) Pounds Sterling, account number 440/00/04403657 maintained by

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Chase with National Westminster Bank PLC at National Westminster Tower, 25 Old Broad Street, London EC2, England or (b) any other account in respect of any Alternative Currency as the Agent shall designate in a notice to the Company and the Banks.

"Agreed Alternative Currency" shall mean at any time any of Belgian Francs, Canadian Dollars, French Francs, Deutschemarks, Italian Lira, Japanese Yen and Pounds Sterling, so long as at such time, (i) such Currency is dealt with in the London interbank deposit market, (ii) such Currency is freely transferable and convertible into Dollars in the London foreign exchange market and (iii) no central bank or other governmental authorization in the country of issue of such Currency is required to permit use of such Currency by any Bank for making any Loan hereunder and/or to permit the relevant Borrower to borrow and repay the principal thereof and to pay the interest thereon, unless such authorization has been obtained.

"Alternative Currency" shall mean at any time any Agreed Alternative Currency and any other currency (other than Dollars) so long as at such time, (i) such Currency is dealt with in the London interbank deposit market, (ii) such Currency is freely transferable and convertible into Dollars in the London foreign exchange market and (iii) no central bank or other governmental authorization in the country of issue of such Currency is required to permit use of such Currency by any Bank for making any Loan hereunder and/or to permit the relevant Borrower to borrow and repay the principal thereof and to pay the interest thereon, unless such authorization has been obtained.

"Applicable Lending Office" shall mean (i) for each Bank and for each Type and Currency of Loan to any U.S. Borrower, the lending office of such Bank (or of an affiliate of such Bank) designated for such Type and Currency of Loan on the signature pages hereof or such other office of such Bank (or of an affiliate of such Bank) as such Bank may from time to time specify to the Agent and the Company and (ii) for each Bank and for each Type and Currency of Loan to any Foreign Borrower, the lending office of such Bank (or of an affiliate of such Bank) as such Bank shall specify to the Agent and the Company.

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"Applicable Margin" shall mean:

- (a) with respect to Base Rate Loans, 0%; and
- (b) with respect to Eurodollar Loans, 0.30%;

provided that if the financial statements most recently delivered to the Agent under Section 8.01(a) hereof (or until the first financials are delivered under Section 8.01(a) hereof, the quarterly financials as at March 31, 1995 referred to in Section 7.02(b) hereof) shall demonstrate that the Interest Coverage Ratio for the fiscal quarter of the Company to which such financial statements relate shall fall within any of the ranges set forth below, then the term "Applicable Margin" shall, with respect to each Eurodollar Loan, be decreased to the rate set forth below opposite such range during the fiscal quarter commencing immediately following the day on which such financial statements were delivered to the Agent under Section 8.01(a) hereof:

Interest Coverage Ratio -----	Applicable Margin -----
5.5 to 1 or greater	0.17%
less than 5.5 to 1 but 3.5 to 1 or greater	0.25%

provided that, the Applicable Margin with respect to Eurodollar Loans for the period from the date hereof to and including June 30, 1995 shall be 0.17%; and provided further that, for any day on which the Applicable Margin under the foregoing provisions would be 0.25% or 0.30% (but not 0.17%) and more than 50% of the aggregate amount of the Commitments is utilized (for which purpose, Money Market Loans shall not constitute utilization), the Applicable Margin with respect to each Eurodollar Loan shall be increased by 0.0625% over what it otherwise would have been under the foregoing provisions of this definition.

"Approved Borrower" shall mean any Wholly Owned Subsidiary of the Company as to which a Designation Letter has been delivered to the Agent and as to which a Termination Letter shall not have been delivered to the Agent, which Subsidiary has been approved as a borrower hereunder by all of the Banks, all in accordance with Section 2.04 hereof.

"ASC Receivables Sale Agreement" shall mean the receivables sale agreement dated December 3, 1991 among the Company as seller and collection agent, Asset Securitization Cooperative Corporation as purchaser and Canadian Imperial Bank of Commerce as administrative agent, as amended, supplemented and otherwise modified and in effect from time to time.

"Base Rate" shall mean, with respect to any Base Rate Loan, for any day, the higher of (a) the Federal Funds Rate for such day plus 1/2 of 1% and (b) the Prime Rate for such day.

"Base Rate Loans" shall mean Loans which bear interest based upon the Base Rate.

"Basel Accord" shall mean the proposals for risk-based capital framework described by the Basel Committee on Banking Regulations and Supervisory Practices in its paper entitled "International Convergence of Capital Measurement and Capital Standards" dated July 1988, as amended, supplemented and otherwise modified and in effect from time to time, or any replacement thereof.

"Basic Documents" shall mean this Agreement, the Notes, each Designation Letter and each Termination Letter.

"Belgian Francs" shall mean lawful money of the Kingdom of Belgium.

"Borrowers" shall mean the Company and each Approved Borrower.

"Business Day" shall mean any day (a) on which commercial banks are not authorized or required to close in New York City and (b) where such term is used in the definition of "Quarterly Dates" in this Section 1.01 and if such day relates to the giving of notices or quotes in connection with a LIBOR Auction or to a borrowing of, a payment or prepayment of principal of or interest on, or an Interest Period for, a LIBOR Loan or a LIBOR Market Loan or a notice by the Company with respect to any such borrowing, payment, prepayment or Interest Period, also on which dealings in deposits are carried out in the London interbank market and (c) if such day relates to a borrowing of, a payment or prepayment of principal of or interest on, or an Interest Period for, any Loan denominated in an Alternative Currency, or a notice by the Company with respect to any such borrowing, payment, prepayment or Interest Period, also on which foreign exchange trading is carried out in the London interbank market and on which banks are open in the place of payment in the country in whose Currency such Loan is denominated.

"Canadian Dollars" shall mean lawful money of Her Majesty in right of Canada.

"Capital Assets" shall mean all property, plant or equipment which has been reflected in property, plant or equipment in any consolidated balance sheet of the Company and its Subsidiaries prepared in accordance with GAAP.

"Capital Lease Obligations" shall mean, as to any Person, the obligations of such Person to pay rent or other amounts under a lease of (or other agreement conveying the right to use) real and/or personal property which obligations are required to be classified and accounted for as a capital lease on a balance sheet of such Person under GAAP (including Statement of Financial Accounting Standards No.

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13 of the Financial Accounting Standards Board) and, for purposes of this Agreement, the amount of such obligations shall be the capitalized amount thereof, determined in accordance with GAAP

(including such Statement No. 13).

"Chase" shall mean The Chase Manhattan Bank (National Association).

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Commitment" shall mean, as to each Bank, the obligation of such Bank to make Syndicated Loans in an aggregate amount at any one time outstanding equal to the amount set opposite such Bank's name on the signature pages hereof under the caption "Commitment" (as the same may be reduced pursuant to Section 2.05 hereof). The original aggregate principal amount of the Commitments is \$550,000,000.

"Commitment Termination Date" shall mean the date five years after the date hereof; provided that, if such date is not a Business Day, the Commitment Termination Date shall be the next preceding Business Day.

"Currency" shall mean Dollars or any Alternative Currency.

"Default" shall mean an Event of Default or an event which with notice or lapse of time or both would become an Event of Default.

"Designation Letter" shall have the meaning assigned to such term in Section 2.04(a) hereof.

"Determination Date" shall mean, for any Disposition, the last day of the fiscal quarter ending on or immediately preceding the date of such Disposition.

"Deutschemarks" shall mean lawful money of the Federal Republic of Germany.

"Disposition" shall have the meaning assigned to that term in Section 8.07 hereof.

"Disposition Period" shall mean, for any Disposition, a period of twelve months ending on the date of such Disposition.

"Dollar Equivalent" shall mean, with respect to any Loan denominated in an Alternative Currency, the amount of Dollars that would be required to purchase the amount of the Alternative Currency of such Loan on the date such Loan is requested (or, in the case of Money Market Loans, the date of the related Money Market Quote Request), based upon the arithmetic mean (rounded upwards, if necessary, to the nearest 1/100 of 1%), as determined by the Agent, of the spot selling rate at which the Reference Banks offer to sell such Alternative Currency for Dollars in the London foreign exchange market at approximately 11:00 a.m. London time for delivery two Business Days later.

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"Dollars" and "\$" shall mean lawful money of the United States of America.

"Drawers" shall have the meaning assigned to that term in the definition herein of the term "Existing Credit Agreements".

"Environmental Affiliate" shall mean, as to any Person, any other Person whose liability (contingent or otherwise) for any Environmental Claim such Person may have retained, assumed or otherwise become liable (contingently or otherwise), whether by contract, operation of law or otherwise; provided that each Subsidiary of such Person, and each former Subsidiary or division of such Person

transferred to another Person, shall in any event be an "Environmental Affiliate" of such Person.

"Environmental Claim" shall mean, with respect to any Person, any notice, claim, demand or other communication (whether written or oral) by any other Person alleging or asserting liability of such Person for investigatory costs, cleanup costs, governmental response costs, damages to natural resources or other Property, personal injuries, fines or penalties arising out of, based on or resulting from (a) the presence, or release into the environment, of any hazardous material at any location, whether or not owned by such Person, or (b) circumstances forming the basis of any violation, or alleged violation, of any Environmental Law.

"Environmental Laws" shall mean any and all federal, state, local and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or other governmental restrictions relating to the environment or to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or wastes into the environment, including, without limitation, ambient air, surface water, ground water or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or wastes.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time.

"ERISA Affiliate" shall mean any corporation or trade or business which is a member of the same controlled group of corporations (within the meaning of Section 414(b) of the Code) as the Company or is under common control (within the meaning of Section 414(c) of the Code) with the Company.

"Event of Default" shall have the meaning assigned to that term in Section 9 hereof.

"Existing Credit Agreements" shall mean (a) the Amended and Restated Credit Agreement dated as of August 13, 1993, amended and restated as of November 19, 1993, among the Company, Anchor Hocking Corporation, a Delaware corporation, Newell Operating Company, a

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Delaware corporation (the "Drawers"), each of the banks party thereto and Chase, as agent for the banks thereunder, providing that said banks extend credit to the Company and the Drawers in an aggregate principal or face amount not exceeding \$300,000,000 at any one time outstanding, (b) the 364-Day Credit Agreement dated as of November 19, 1993 among the Company, the Drawers, each of the banks party thereto and Chase, as agent for the banks thereunder, providing that said banks extend credit to the Company and the Drawers in an aggregate principal or face amount not exceeding \$100,000,000 at any one time outstanding and (c) the 364-Day Credit Agreement dated as of August 11, 1994 among the Company, the Drawers, each of the banks party thereto and Chase, as agent for the banks thereunder, providing that said banks extend credit to the Company and the Drawers in an aggregate principal or face amount not exceeding \$100,000,000 at any one time outstanding, each as amended, supplemented and otherwise modified and in effect from time to time.

"Federal Funds Rate" shall mean, for any day, the rate per annum (rounded upwards, if necessary, to the nearest 1/100th of 1%) equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by

federal funds brokers on such day as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day, provided that (i) if the day for which such rate is to be determined is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (ii) if such rate is not so published for any day, the Federal Funds Rate for such day shall be the average rate charged to Chase on such day on such transactions as determined by the Agent.

"Final Risk-Based Capital Guidelines" shall mean (i) the Final Risk-Based Capital Guidelines of the Board of Governors of the Federal Reserve System (12 C.F.R. Part 208, Appendix A; 12 C.F.R. Part 225, Appendix A) and (ii) the Final Risk-Based Capital Guidelines of the Office of the Comptroller of the Currency, and any successor or supplemental regulations (12 C.F.R. Part 3, Appendix A), and any successor regulations, in each case, as amended, supplemented and otherwise modified and in effect from time to time.

"Foreign Borrower" shall mean any Approved Borrower that is not a U.S. Borrower.

"Foreign Currency Equivalent" shall mean, with respect to any amount in Dollars, the amount of any Alternative Currency that could be purchased with such amount of Dollars using the foreign exchange rate(s) specified in the definition of the term "Dollar Equivalent", as determined by the Agent.

"French Francs" shall mean lawful money of the Republic of France.

"GAAP" shall mean generally accepted accounting principles applied on a basis consistent with those which, in accordance with the last sentence of Section 1.02(a) hereof, are to be used in making the

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calculations for purposes of determining compliance with the provisions of this Agreement.

"Guarantee" of any Person shall mean any guarantee, endorsement, contingent agreement to purchase or to furnish funds for the payment or maintenance of, or any other contingent liability on or with respect to, the Indebtedness, other obligations, net worth, working capital or earnings of any other Person (including, without limitation, the liability of such Person in respect of the Indebtedness of any partnership of which such Person is a general partner), or the guarantee by such Person of the payment of dividends or other distributions upon the stock of any other Person, or the agreement by such Person to purchase, sell or lease (as lessee or lessor) property, products, materials, supplies or services primarily for the purpose of enabling any other Person to make payment of its obligations or to assure a creditor against loss, and the verb "Guarantee" shall have a correlative meaning, provided that the term "Guarantee" shall not include endorsements for collection or deposits in the ordinary course of business.

"Indebtedness" shall mean, as to any Person at any date (without duplication): (i) indebtedness created, issued, incurred or assumed by such Person for borrowed money or evidenced by bonds, debentures, notes or similar instruments; (ii) all obligations of such Person to pay the deferred purchase price of property or services, excluding, however, trade accounts payable (other than for borrowed money) arising in, and accrued expenses incurred in, the ordinary course of business of such Person so long as such trade accounts payable are paid within 120 days of the date the respective goods are delivered or the services are rendered; (iii) all Indebtedness of

others secured by a Lien on any asset of such Person, whether or not such Indebtedness is assumed by such Person; (iv) all Indebtedness of others Guaranteed by such Person; (v) all Capital Lease Obligations; (vi) the Investment Amount (if any); (vii) reimbursement obligations of such Person (whether contingent or otherwise) in respect of bankers acceptances, surety or other bonds and similar instruments (other than commercial, standby or performance letters of credit); and (viii) unpaid reimbursement obligations of such Person (other than contingent obligations) in respect of commercial, standby or performance letters of credit.

"Indenture" shall mean the Indenture dated as of April 15, 1992 between the Company and Chase, as trustee, as amended and in effect from time to time.

"Interest Coverage Ratio" shall mean, for any period, the ratio of (i) the Adjusted Operating Income for such period to (ii) Interest Expense for such period.

"Interest Expense" shall mean, for any period, the sum, for the Company and its Subsidiaries (determined on a consolidated basis without duplication in accordance with GAAP), of (a) all interest paid during such period in cash, or accrued during such period as an expense, in respect of Indebtedness (including, without limitation, imputed interest on Capital Lease Obligations and amortization of

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original issue discount) plus (b) all fees or commissions and net losses payable during such period in respect of any bankers acceptances, surety bonds, letters of credit or similar instruments plus (c) the aggregate amount of fees and expenses paid by the Company during such period pursuant to Article V of the ASC Receivables Sale Agreement (other than legal fees and expenses paid pursuant to Section 5.2 thereof and the amount of any Collection Agent Fee (as such term is defined therein) retained by the Company in its capacity as Collection Agent (as such term is defined therein) pursuant to Section 5.1.4 thereof) plus (d) comparable fees and expenses paid by the Company during such period under any other Receivables Sales Agreement.

"Interest Period" shall mean:

(a) with respect to any LIBOR Loan, each period commencing on the date such LIBOR Loan is made and ending on the numerically corresponding day in the first, second, third or sixth calendar month thereafter, as the Company (on its own behalf and on behalf of any other Borrower) may select as provided in Section 2.02 hereof, except that each Interest Period that commences on the last Business Day of a calendar month (or on any day for which there is no numerically corresponding day in the appropriate subsequent calendar month) shall end on the last Business Day of the appropriate subsequent calendar month.

(b) With respect to any Base Rate Loan, the period commencing on the date such Base Rate Loan is made and ending on the date 30 days thereafter.

(c) With respect to any Set Rate Loan, the period commencing on the date such Set Rate Loan is made and ending on any Business Day up to 180 days thereafter, as the Company may select as provided in Section 2.03(b) hereof.

(d) With respect to any LIBOR Market Loan, the period commencing on the date such LIBOR Market Loan is made and ending on the numerically corresponding day in the first, second, third or sixth calendar month thereafter, as the Company may select as provided in

Section 2.03(b) hereof, except that each Interest Period which commences on the last Business Day of a calendar month (or any day for which there is no numerically corresponding day in the appropriate subsequent calendar month) shall end on the last Business Day of the appropriate subsequent calendar month.

Notwithstanding the foregoing: (i) if any Interest Period would otherwise commence before and end after the Commitment Termination Date, such Interest Period shall not be available hereunder; (ii) each Interest Period which would otherwise end on a day which is not a Business Day shall end on the next succeeding Business Day (or, in the case of an Interest Period for any LIBO Rate Loans, if such next succeeding Business Day falls in the next succeeding calendar month, on the next preceding Business Day); and (iii) notwithstanding clause (i) above, no Interest Period for any LIBO Rate Loans shall have a duration of less than one month and, if the Interest Period for

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any such Loans would otherwise be a shorter period, such Loans shall not be available hereunder.

"Investment Amount" shall mean the amount described in (i) clause (1) of the definition of "Investment" in the ASC Receivables Sale Agreement or (ii) any comparable provision in any other Receivables Sales Agreement.

"Italian Lira" shall mean lawful money of the Republic of Italy.

"Japanese Yen" shall mean lawful money of Japan.

"Jurisdiction" shall mean, with respect to any Borrower, the country or countries (including any political subdivision or taxing authority thereof or therein) under whose laws such Borrower is organized or where such Borrower is domiciled, resident or licensed or otherwise qualified to do business or where any significant part of the Property of such Borrower is located.

"LIBO Base Rate" shall mean, with respect to any LIBO Rate Loan in any Currency:

(a) the rate per annum (rounded upwards, if necessary, to the nearest 1/16 of 1%) appearing on the Screen for such Currency as the London Interbank Offered Rate for deposits in such Currency at approximately 11:00 a.m. London time (or as soon thereafter as practicable) two Business Days prior to the first day of the Interest Period for such Loan; or

(b) if such rate does not appear on the Screen (or, if the Screen shall cease to be publicly available or if the information contained on the Screen, in the Agent's reasonable judgment, shall cease accurately to reflect such London Interbank Offered Rate, as reported by any publicly available source of similar market data selected by the Agent that, in the Agent's reasonable judgment, accurately reflects such London Interbank Offered Rate), the LIBO Base Rate shall mean, with respect to any LIBO Rate Loan for any Interest Period, the arithmetic mean, as determined by the Agent, of the rate per annum (rounded upwards, if necessary, to the nearest 1/16 of 1%) quoted by each Reference Bank at approximately 11:00 a.m. London time (or as soon thereafter as practicable) two Business Days prior to the first day of the Interest Period for such Loan for the offering by such Reference Bank to leading banks in the London interbank market of deposits in such Currency having a term comparable to such Interest Period and in an amount comparable to the principal amount of the LIBO Rate Loan to be made by such Reference Bank

(or its Applicable Lending Office, as the case may be) for such Interest Period; provided that (i) if any Reference Bank is not participating in any LIBOR Loan, the LIBO Base Rate for such Loan shall be determined by reference to the amount of the Loan which such Reference Bank would have made had it been participating in such Loans, (ii) in determining the LIBO Base Rate with respect to any LIBOR Market Loan, each Reference Bank shall be deemed to

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have made a LIBOR Market Loan in an amount equal to \$1,000,000, (iii) each Reference Bank agrees to use its best efforts to furnish timely information to the Agent for purposes of determining the LIBO Base Rate and (iv) if any Reference Bank does not furnish such timely information for determination of the LIBO Base Rate, the Agent shall determine such interest rate on the basis of timely information furnished by the remaining Reference Banks.

"LIBO Rate" shall mean, for any LIBO Rate Loan, a rate per annum (rounded upwards, if necessary, to the nearest 1/100 of 1%) determined by the Agent to be equal to the LIBO Base Rate for the Interest Period for such Loan divided by 1 minus the Reserve Requirement for such Loan for such Interest Period.

"LIBO Rate Loans" shall mean LIBOR Loans and LIBOR Market Loans.

"LIBOR Auction" shall mean a solicitation of Money Market Quotes setting forth Money Market Margins based on the LIBO Rate pursuant to Section 2.03 hereof.

"LIBOR Loans" shall mean Syndicated Loans interest rates on which are determined on the basis of LIBO Rates.

"LIBOR Market Loans" shall mean Money Market Loans the interest rates on which are determined on the basis of LIBO Rates pursuant to a LIBOR Auction.

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

"Loans" shall mean Money Market Loans and Syndicated Loans.

"Majority Banks" shall mean Banks having at least 66-2/3% of (i) the aggregate amount of the Commitments and (ii) if the Commitments shall have been terminated, the aggregate outstanding principal amount of all Loans.

"Material Adverse Effect" shall mean a material adverse effect on (i) the consolidated financial condition, operations, business or prospects of the Company and its Subsidiaries (taken as a whole), (ii) the ability of the Company or any Approved Borrower that is a Significant Subsidiary to perform its obligations under any of the Basic Documents to which it is a party or (iii) the validity or enforceability of any of the Basic Documents.

"Money Market Borrowing" shall have the meaning assigned to that term in Section 2.03(b) hereof.

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"Money Market Loan Limit" shall have the meaning assigned to that term in Section 2.03(c)(ii) hereof.

"Money Market Loans" shall mean the loans provided for by Section 2.03 hereof.

"Money Market Margin" shall have the meaning assigned to that term in Section 2.03(c)(ii)(C) hereof.

"Money Market Quote" shall have the meaning assigned to that term in Section 2.03(c) hereof.

"Money Market Quote Request" shall have the meaning assigned to that term in Section 2.03(b) hereof.

"Money Market Rate" shall have the meaning assigned to that term in Section 2.03(c)(ii)(D) hereof.

"Multiemployer Plan" shall mean a Plan defined as such in Section 3(37) of ERISA to which contributions are being made, or have been made since January 1, 1980 by the Company or any ERISA Affiliate and which is covered by Title IV of ERISA.

"Net Worth" shall mean, at any time, the consolidated stockholders' equity of the Company and its Subsidiaries determined on a consolidated basis without duplication in accordance with GAAP.

"Non-Strategic Property" shall mean Property acquired as part of the acquisition of a business made after the date hereof that is designated by resolution of the Board of Directors of the Company adopted no later than six months after such acquisition as non-strategic Property.

"Notes" shall mean the promissory notes provided for by Section 2.09 hereof.

"Obligor" shall mean the Company, in its capacity as a Borrower hereunder and in its capacity as a guarantor of Loans made to any Approved Borrower under Section 11 hereof, and each Approved Borrower.

"Other Agreement" shall mean the 364-Day Credit Agreement dated as of even date herewith among the Company, the banks party thereto and Chase as agent for such banks, as the same may be modified and supplemented and in effect from time to time.

"PBGCC" shall mean the Pension Benefit Guaranty Corporation or any entity succeeding to any or all its functions under ERISA.

"Person" shall mean an individual, a corporation, a company, a voluntary association, a partnership, a trust, an unincorporated organization or a government or any agency, instrumentality or political subdivision thereof.

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"Plan" shall mean an employee benefit or other plan

established or maintained by the Company or any ERISA Affiliate and which is covered by Title IV of ERISA, other than a Multiemployer Plan.

"Post-Default Rate" shall mean, in respect of any principal of any Loan or any other amount payable by any Borrower under this Agreement or any Note which is not paid when due (whether at stated maturity, by acceleration or otherwise), a rate per annum during the period commencing on the due date until such amount is paid in full equal to the sum of 2% plus the Base Rate as in effect from time to time plus the Applicable Margin for Base Rate Loans (provided that, if such amount in default is principal of a LIBO Rate Loan or a Set Rate Loan and the due date is a day other than the last day of the Interest Period therefor, the "Post-Default Rate" for such principal shall be, for the period commencing on the due date and ending on the last day of the Interest Period therefor, 2% above the interest rate for such Loan as provided in Section 3.02 hereof and, thereafter, the rate provided for above in this definition).

"Pounds Sterling" shall mean lawful money of England.

"Prime Rate" shall mean the rate of interest from time to time announced by Chase at the Principal Office as its prime commercial lending rate.

"Principal Office" shall mean the principal office of Chase presently located at 1 Chase Manhattan Plaza, New York, New York 10081.

"Property" shall mean any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible (including, without limitation, shares of capital stock).

"Quarterly Dates" shall mean the last Business Day of each March, June, September and December, the first of which shall be the first such day after the date of this Agreement.

"Receivables Sale Agreement" shall mean (i) the ASC Receivables Sale Agreement and (ii) any other comparable agreement providing for the periodic sales of accounts receivable.

"Reference Banks" shall mean Chase, Morgan Guaranty Trust Company of New York and Royal Bank of Canada.

"Regulation D" shall mean Regulation D of the Board of Governors of the Federal Reserve System (or any successor), as the same may be amended or supplemented from time to time.

"Regulatory Change" shall mean, with respect to any Bank, any change after the date of this Agreement in United States Federal, state or foreign law or regulations (including Regulation D) or the adoption or making after such date of any interpretations, directives or requests applying to a class of banks including such Bank of or

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under any United States Federal, state or foreign law or regulations (whether or not having the force of law) by any court or governmental or monetary authority charged with the interpretation or administration thereof.

"Reserve Requirement" shall mean, for any Interest Period for any LIBO Rate Loan, the effective maximum rate at which reserves (including any marginal, supplemental or emergency reserves) are required to be maintained during such Interest Period under Regulation D by member banks of the Federal Reserve System in New York City with

deposits exceeding one billion Dollars against "Eurocurrency liabilities" (as such term is used in Regulation D). Without limiting the effect of the foregoing, the Reserve Requirement shall reflect any other reserves required to be maintained by such member banks by reason of any Regulatory Change against (i) any category of liabilities which includes deposits by reference to which the LIBO Base Rate is to be determined or (ii) any category of extensions of credit or other assets which includes LIBO Rate Loans.

"Screen" shall mean, with respect to any Currency, the relevant Telerate Page on which appears the London Interbank Offered Rate for deposits in such Currency; provided that, if there is no such Telerate Page, the relevant Reuters Screen Page will be substituted.

"Set Rate Auction" shall mean a solicitation of Money Market Quotes setting forth Money Market Rates pursuant to Section 2.03 hereof.

"Set Rate Loans" shall mean Money Market Loans the interest rates on which are determined on the basis of Money Market Rates pursuant to a Set Rate Auction.

"Significant Subsidiary" shall mean, at any time, any Subsidiary of the Company if the revenues of such Subsidiary and its Subsidiaries for the four consecutive fiscal quarters of such Subsidiary most recently ended (determined on a consolidated basis without duplication in accordance with GAAP and whether or not such Person was a Subsidiary of the Company during all or any part of the fiscal period of the Company referred to below) exceed an amount equal to 7-1/2% of the revenues of the Company and its Subsidiaries for the four consecutive fiscal quarters of the Company most recently ended (determined on a consolidated basis without duplication in accordance with GAAP and including such Subsidiary and its Subsidiaries on a pro forma basis of such Subsidiary was not a Subsidiary of the Company).

"Subsidiary" of any Person shall mean any corporation of which at least a majority of the outstanding shares of stock having by the terms thereof ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether or not at the time stock of any other class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time directly or indirectly owned or controlled by such Person and/or one or more of the Subsidiaries of such Person. "Wholly-Owned Subsidiary" shall mean any such corporation of which all such shares, other than directors' qualifying

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shares or shares held by nominees to satisfy any requirement as to minimum number of shareholders, are so owned or controlled.

"Syndicated Loans" shall mean the loans provided for by Section 2.01 hereof.

"Syndicated Notes" shall mean the promissory notes provided for by Section 2.09(a) hereof.

"Taxes" shall have the meaning assigned to such term in Section 5.06(a) hereof.

"Termination Letter" shall have the meaning assigned to such term in Section 2.04(a) hereof.

"Total Capital" shall mean the sum of (i) Net Worth plus (ii) Total Indebtedness.

"Total Consolidated Assets" shall mean, as at any time, the

total of all the assets appearing on the consolidated balance sheet of the Company and its Subsidiaries determined in accordance with generally accepted accounting principles applicable to the type of business in which the Company and such Subsidiaries are engaged, and may be determined as of a date, selected by the Company, not more than sixty days prior to the happening of the event for which such determination is being made.

"Total Indebtedness" shall mean, as at any time, the total Indebtedness of the Company and its Subsidiaries determined on a consolidated basis without duplication.

"Type" shall have the meaning assigned to such term in Section 1.03 hereof.

"U.S. Borrower" shall mean the Company and any Approved Borrower that is incorporated under the laws of the United States of America or any State thereof or the District of Columbia.

"Wholly-Owned Subsidiary" shall have the meaning assigned to such term in the definition of the term "Subsidiary".

1.02 Accounting Terms and Determinations.

(a) All accounting terms used herein shall be interpreted, and, unless otherwise disclosed to the Banks in writing at the time of delivery thereof in the manner described in subsection (b) below, all financial statements and certificates and reports as to financial matters required to be delivered to the Banks hereunder shall be prepared, in accordance with generally accepted accounting principles applied on a basis consistent with those used in the preparation of the latest financial statements furnished to the Banks hereunder after the date hereof (or, until such financial statements are furnished, consistent with those used in the preparation of the financial statements referred to in Section 7.02(a) hereof). All calculations made for the purposes of determining compliance with the terms of Sections 8.07(a)(vii), 8.10 and 8.11 hereof shall, except as otherwise

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expressly provided herein, be made by application of generally accepted accounting principles applied on a basis consistent with those used in the preparation of the annual or quarterly financial statements furnished to the Banks pursuant to Section 8.01 hereof (or, until such financial statements are furnished, consistent with those used in the preparation of the financial statements referred to in Section 7.02(a) hereof) unless (i) the Company shall have objected to determining such compliance on such basis at the time of delivery of such financial statements or (ii) the Majority Banks shall so object in writing within 30 days after delivery of such financial statements, in either of which events such calculations shall be made on a basis consistent with those used in the preparation of the latest financial statements as to which such objection shall not have been made (which, if objection is made in respect of the first financial statements delivered under Section 8.01 hereof, shall mean the financial statements referred to in Section 7.02(a) hereof).

(b) The Company shall deliver to the Banks at the same time as the delivery of any annual or quarterly financial statement under Section 8.01 hereof (i) a description in reasonable detail of any material variation between the application of accounting principles employed in the preparation of such statement and the application of accounting principles employed in the preparation of the next preceding annual or quarterly financial statements as to which no objection has been made in accordance with the last sentence of subsection (a) above and (ii) reasonable estimates of the difference between such statements arising as a consequence thereof.

(c) To enable the ready and consistent determination of compliance with the covenants set forth in Section 8 hereof, the Company shall not change the last day of its fiscal year from December 31, or the last days of the first three fiscal quarters in each of its fiscal years from March 31, June 30 and September 30, respectively.

1.03 Types of Loans. Loans hereunder are distinguished by "Type" and by "Currency". The "Type" of a Loan refers to whether such Loan is a Base Rate Loan, a LIBOR Loan, a Set Rate Loan or a LIBOR Market Loan, each of which constitutes a Type. Loans may be identified by both Type and Currency.

SECTION 2. COMMITMENTS.

2.01 Syndicated Loans. Each Bank severally agrees, on the terms of this Agreement, to make loans to any Borrower in Dollars or in any of the Agreed Alternative Currencies during the period from and including the date hereof to and including the Commitment Termination Date in an aggregate principal amount at any one time outstanding up to but not exceeding the amount of such Bank's Commitment as then in effect. Subject to the terms of this Agreement, during such period the Company may borrow, repay and reborrow the amount of the Commitments by means of Base Rate Loans in Dollars and LIBOR Loans in Dollars or any Agreed Alternative Currency; provided that the aggregate outstanding principal amount of all Syndicated Loans at any one time shall not exceed the aggregate amount of the Commitments at

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such time; and provided, further, that there may be no more than twenty (20) different Interest Periods for both Syndicated Loans and Money Market Loans outstanding at the same time (for which purpose Interest Periods described in different lettered clauses of the definition of the term "Interest Period" shall be deemed to be different Interest Periods even if they are coterminous). For purposes of determining whether the amount of any borrowing under this Section 2.01 would, together with all other outstanding Syndicated Loans, exceed the Commitments and, for purposes of determining the unused portion of the Commitments, the amount of each Syndicated Loan denominated in an Agreed Alternative Currency shall be deemed to be the Dollar Equivalent of the amount in the Agreed Alternative Currency of such Loan.

2.02 Borrowings of Syndicated Loans. The Company (on its own behalf and on behalf of any other Borrower) shall give the Agent (which shall promptly notify the Banks) notice of each borrowing hereunder of Syndicated Loans, which notice shall be irrevocable and effective only upon receipt by the Agent, shall specify with respect to the Syndicated Loans to be borrowed (i) the Agreed Alternative Currency or Currencies in which such Loans are to be made and the account of the relevant Borrower maintained with a commercial bank in the country in whose Currency such Loans are denominated at which such Loans are to be made available to such Borrower, (ii) the aggregate amount in Dollars or, in the case of Loans in Agreed Alternative Currencies, in such Agreed Alternative Currency, which shall be at least \$1,000,000 in the case of Base Rate Loans and \$5,000,000 in the case of LIBOR Loans (or in either case an integral multiple of \$1,000,000 in excess thereof) or, in the case of LIBOR Loans in an Agreed Alternative Currency, the Foreign Currency Equivalent thereof (rounded to the nearest 1000 units of such Alternative Currency), (iii) the Type and date (which shall be a Business Day) and (iv) (in the case of LIBOR Loans) the duration of the Interest Period therefor, and each such notice shall be given not later than 11:00 a.m. New York time on the day which is not less than the number of Business Days prior to the date of such borrowing specified below opposite the type of such Loans:

Type	Number of Business Days
Base Rate Loans	0
LIBOR Loans in Dollars	3
LIBOR Loans in Alternative Currencies	5

Not later than 2:00 p.m. New York time (in the case of Loans denominated in Dollars) or 11:00 a.m. local time in the location of the Agent's Account (in the case of Loans denominated in an Agreed Alternative Currency) on the date specified for each borrowing of Syndicated Loans hereunder, each Bank shall, subject to Section 4.01(a) hereof, make available the amount of the Syndicated Loan or Loans to be made by it on such date to the Agent, at the Agent's Account for the Currency of such Loans in immediately available funds, for account of the relevant Borrower. The amount so received by the Agent shall, subject to the terms and conditions of this Agreement, promptly be made available to the relevant Borrower by depositing the

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same, in immediately available funds, in an account of the relevant Borrower designated by the Company.

2.03 Money Market Loans.

(a) In addition to borrowings of Syndicated Loans, the Company (on its own behalf and on behalf of any other Borrower) may, as set forth in this Section 2.03, request the Banks to make offers to make LIBOR Market Loans to such Borrower in Dollars or in any Alternative Currency or Set Rate Loans in Dollars. The Banks may, but shall have no obligation to, make such offers and such Borrower may, but shall have no obligation to, accept any such offers in the manner set forth in this Section 2.03. Money Market Loans may be LIBOR Market Loans or Set Rate Loans (each a "Type" of Money Market Loan), provided that there may be no more than twenty (20) different Interest Periods for both Syndicated Loans and Money Market Loans outstanding at the same time (for which purpose Interest Periods described in different lettered clauses of the definition of the term "Interest Period" shall be deemed to be different Interest Periods even if they are coterminous).

(b) When any Borrower wishes to request offers to make Money Market Loans, the Company (on its own behalf and on behalf of any other Borrower) shall give the Agent (which shall promptly notify the Banks) notice in the form of Exhibit E hereto (a "Money Market Quote Request") so as to be received no later than 11:00 a.m. New York time on (x) the fifth Business Day prior to the date of borrowing proposed therein in the case of a LIBOR Auction or (y) the Business Day next preceding the date of borrowing proposed therein, in the case of a Set Rate Auction, specifying:

(i) the name of the Borrower, the Currency of such borrowing and the proposed date of such borrowing (a "Money Market Borrowing"), which shall be a Business Day;

(ii) the aggregate amount of such Money Market Borrowing, which shall be at least \$5,000,000 (or an integral multiple of \$1,000,000 in excess thereof) or, in the case of Money Market Loans in an Alternative Currency, the Foreign Currency Equivalent thereof (rounded to the nearest 1,000 units of such Alternative Currency);

(iii) the duration of the Interest Period applicable thereto; and

(iv) whether the Money Market Quotes requested are to set

forth a Money Market Margin or a Money Market Rate.

The Company (on its own behalf and on behalf of any other Borrower) may request offers to make Money Market Loans for up to fifteen (15) different Interest Periods in a single Money Market Quote Request; provided that the request for each separate Interest Period shall be deemed to be a separate Money Market Quote Request for a separate Money Market Borrowing. Except as otherwise provided in the

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preceding sentence, no Money Market Quote Request shall be given within five Business Days of any other Money Market Quote Request.

(c) (i) Any Bank may, by notice to the Agent in the form of Exhibit F hereto (a "Money Market Quote"), submit an offer to make a Money Market Loan in response to any Money Market Quote Request; provided that, if the request under Section 2.03(b) hereof specified more than one Interest Period, such Bank may make a single submission containing a separate offer for each such Interest Period and each such separate offer shall be deemed to be a separate Money Market Quote. Each Money Market Quote must be submitted to the Agent not later than (x) 2:00 p.m. (or, in the case of Money Market Loans in an Alternative Currency, 11:00 a.m.) New York time on the fourth Business Day prior to the proposed date of borrowing, in the case of a LIBOR Auction or (y) 11:00 a.m. New York time on the proposed date of borrowing, in the case of a Set Rate Auction; provided that any Money Market Quote submitted by Chase (or its Applicable Lending Office) may be submitted, and may only be submitted, if Chase (or such Applicable Lending Office) notifies the Company of the terms of the offer contained therein not later than (x) 1:00 p.m. (or, in the case of Money Market Loans in an Alternative Currency, 10:00 a.m.) New York time on the fourth Business Day prior to the proposed date of borrowing, in the case of a LIBOR Auction or (y) 10:45 a.m. New York time on the proposed date of borrowing, in the case of a Set Rate Auction. Subject to Sections 5.03, 6.03 and 9 hereof, any Money Market Quote so made shall be irrevocable except with the written consent of the Agent given on the instructions of the Company.

(ii) Each Money Market Quote shall specify:

(A) the name of the Borrower, the Currency of such borrowing, the proposed date of borrowing and the Interest Period therefor;

(B) the principal amount of the Money Market Loan for which each such offer is being made, which principal amount (x) may be greater than or less than the Commitment of the quoting Bank, (y) must be in an integral multiple of \$1,000,000 or, in the case of a Money Market Loan in an Alternative Currency, the Foreign Currency Equivalent thereof (rounded to the nearest 1,000 units of such Alternative Currency), and (z) may not exceed the principal amount of the Money Market Borrowing for which offers were requested;

(C) in the case of a LIBOR Auction, the margin above or below the applicable LIBO Rate (the "Money Market Margin") offered for each such Money Market Loan, expressed as a percentage (rounded to the nearest 1/10,000th of 1%) to be added to or subtracted from the applicable LIBO Rate;

(D) in the case of a Set Rate Auction, the rate of interest per annum (rounded to the nearest 1/10,000th of 1%) (the "Money Market Rate") offered for each such Money Market Loan; and

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(E) the identity of the quoting Bank.

No Money Market Quote shall contain qualifying, conditional or similar language or propose terms other than or in addition to those set forth in the applicable Money Market Quote Request and, in particular, no Money Market Quote may be conditioned upon acceptance by the Company of all (or some specified minimum) of the principal amount of the Money Market Loan for which such Money Market Quote is being made; provided that the submission of any Bank containing more than one Money Market Quote may be conditioned on the Company not accepting offers contained in such submission that would result in such Bank making Money Market Loans pursuant thereto in excess of a specified aggregate amount (the "Money Market Loan Limit").

(d) The Agent shall (x) in the case of a Set Rate Auction, as promptly as practicable after the Money Market Quote is submitted (but in any event not later than 11:15 a.m. New York time) or (y) in the case of a LIBOR Auction, by 4:00 p.m. (or, in the case of Money Market Loans in an Alternative Currency, noon) New York time on the day a Money Market Quote is submitted, notify the Company (which will promptly notify the relevant Borrower if it is not the Company) of the terms (i) of any Money Market Quote submitted by a Bank that is in accordance with Section 2.03(c) hereof and (ii) of any Money Market Quote that amends, modifies or is otherwise inconsistent with a previous Money Market Quote submitted by such Bank with respect to the same Money Market Quote Request. Any such subsequent Money Market Quote shall be disregarded by the Agent unless such subsequent Money Market Quote is submitted solely to correct a manifest error in such former Money Market Quote. The Agent's notice to the Company shall specify (A) the aggregate principal amount of the Money Market Borrowing for which offers have been received and (B) the respective principal amounts and Money Market Margins or Money Market Rates, as the case may be, so offered by each Bank (identifying the Bank that made each Money Market Quote).

(e) Not later than (x) 11:00 a.m. New York time on the third Business Day (or, in the case of Money Market Loans in an Alternative Currency, 2:00 p.m. New York time on the fourth Business Day) prior to the proposed date of borrowing, in the case of a LIBOR Auction or (y) noon New York time on the proposed date of borrowing, in the case of a Set Rate Auction, the Company shall notify the Agent of its or the relevant Borrower's if the Borrower is not the Company acceptance or nonacceptance of the offers so notified to the Company pursuant to Section 2.03(d) hereof (which notice shall specify the aggregate principal amount of offers from each Bank for each Interest Period that are accepted; and the failure of the Company to give such notice by such time shall constitute non-acceptance) and the Agent shall promptly notify each affected Bank of the acceptance or non-acceptance of its offers. The notice by the Agent shall also specify the aggregate principal amount of offers for each Interest Period that were accepted. The Company (on its own behalf and on behalf of any other Borrower) may accept any Money Market Quote in whole or in part (provided that any Money Market Quote accepted in part from any Bank shall be in an integral multiple of \$1,000,000 or, in the case of a Money Market Loan in an Alternative Currency, the Foreign Currency

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Equivalent thereof (rounded to the nearest 1,000 units of such Alternative Currency)); provided that:

(i) the aggregate principal amount of each Money Market Borrowing may not exceed the applicable amount set forth in the related Money Market Quote Request;

(ii) the aggregate principal amount of each Money Market Borrowing shall be at least \$5,000,000 (or an integral multiple of \$1,000,000 in excess thereof) or, in the case of a borrowing of Money Market Loans in an Alternative Currency, the Foreign Currency Equivalent thereof (rounded to the nearest 1,000 units of such Alternative Currency);

(iii) acceptance of offers may, subject to clause (v) below, only be made in ascending order of Money Market Margins or Money Market Rates, as the case may be; provided that the Company need not accept on behalf of any Approved Borrower the offer of any Bank if payment of the interest on the relevant Money Market Loan would subject such Approved Borrower to the requirement of paying any additional amounts under Section 5.06(a) hereof or if such interest payment would be subject to greater restrictions on deductibility for income tax purposes than the restriction applicable to interest payments made to other Banks whose offers are accepted;

(iv) the Company (on its own behalf and on behalf of any other Borrower) may not accept any offer where the Agent has advised the Company that such offer fails to comply with Section 2.03(c)(ii) hereof or otherwise fails to comply with the requirements of this Agreement (including, without limitation, Section 2.03(a) hereof); and

(v) the aggregate principal amount of each Money Market Borrowing from any Bank may not exceed any applicable Money Market Loan Limit of such Bank.

If offers are made by two or more Banks with the same Money Market Margins or Money Market Rates, as the case may be, for a greater aggregate principal amount than the amount in respect of which offers are accepted for the related Interest Period, the principal amount of Money Market Loans in respect of which such offers are accepted shall be allocated by the Company among such Banks as nearly as possible (in an integral multiple of \$1,000,000 or, in the case of a Borrowing of Money Market Loans in an Alternative Currency, the Foreign Currency Equivalent thereof (rounded to the nearest 1000 units of such Alternative Currency)) in proportion to the aggregate principal amount of such offers. Determinations by the Company of the amounts of Money Market Loans shall be conclusive in the absence of manifest error.

(f) Any Bank whose offer to make any Money Market Loan has been accepted in accordance with the terms and conditions of this Section 2.03 shall, not later than 2:00 p.m. New York time (in the case of Loans denominated in Dollars) or 11:00 a.m. local time in the location of the Agent's Account (in the case of Loans denominated in

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an Alternative Currency) on the date specified for the making of such Loan, make the amount of such Loan available to the Agent at the Agent's Account for the Currency of such Loan in immediately available funds. The amount so received by the Agent shall, subject to the terms and conditions of this Agreement, promptly be made available to the relevant Borrower on such date by depositing the same, in immediately available funds, in an account of the relevant Borrower designated by the Company.

(g) The amount of any Money Market Loan made by any Bank shall not constitute a utilization of such Bank's Commitment.

2.04 Borrowings by Approved Borrowers; Designation of Certain Approved Borrowers.

(a) The Company may, at any time or from time to time, designate one or more Wholly Owned Subsidiaries as Borrowers hereunder by furnishing to the Agent a letter (a "Designation Letter") in duplicate, substantially in the form of Exhibit G-1 hereto, duly completed and executed by the Company and such Subsidiary. Any such designation may restrict such Wholly Owned Subsidiary to Money Market Loans and exclude the applicability of Section 5.06(a) hereof to such Wholly Owned Subsidiary, all as set forth in the relevant Designation Letter. Upon approval by all of the Banks (which approval shall not be unreasonably withheld) of such Subsidiary as an Approved Borrower, which approval shall be evidenced by the Agent signing and returning to the Company a copy of such Designation Letter, such Subsidiary shall be an Approved Borrower. There may be no more than ten Approved Borrowers at any one time. So long as all principal and interest on all Loans of any Approved Borrower hereunder have been paid in full, the Company may terminate its status as an Approved Borrower hereunder by furnishing to the Agent a letter (a "Termination Letter"), substantially in the form of Exhibit G-2 hereto, duly completed and executed by the Company and such Approved Borrower. Any Termination Letter furnished in accordance with this Section 2.04 shall be effective upon receipt by the Agent (which shall promptly notify the Banks), whereupon the Banks shall promptly deliver to the Company (through the Agent) the Notes of such former Approved Borrower. Notwithstanding the foregoing, the delivery of a Termination Letter with respect to any Approved Borrower shall not terminate any obligation of such Approved Borrower theretofore incurred (including, without limitation, obligations under Sections 5.01, 5.05 and 5.06) or the obligations of the Company under Section 11 hereof with respect thereto.

(b) The Agent is hereby authorized by the Banks (i) to approve (on behalf of all of the Banks) as an Approved Borrower, and (ii) to sign and return to the Company a Designation Letter from the Company with respect to, each of the following Subsidiaries of the Company:

- (1) Newell Operating Company;
- (2) Newell Investments, Inc.;

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- (3) Newell Consumer Products GmbH (formerly Corning Consumer GmbH) ("Newell Germany");
- (4) Newell Holdings U.K. Limited ("Newell UK");
- (5) Newell Limited (formerly Corning Consumer Limited) ("Newell Limited");
- (6) Newell Holdings France S.A.S. ("Newell France");
- (7) Newell S.A. (formerly Corning Consumer S.A.);
- (8) Anchor Hocking Corporation; and
- (9) Newell Industries Canada, Inc. ("Newell Canada");

provided that, the Designation Letters with respect to Newell Germany,

Newell UK, Newell Limited, Newell France, Newell S.A. and Newell Canada only must restrict such Approved Borrowers to Money Market Loans and may exclude the applicability of Section 5.06(a) hereof.

2.05 Changes of Commitments.

(a) Unless theretofore reduced to such amount pursuant to paragraphs (b) and (c) below, the aggregate amount of the Commitments shall automatically be reduced to zero on the Commitment Termination Date.

(b) The Company shall have the right to terminate or reduce permanently the amount 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 promptly notify the Banks) 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 an integral multiple of \$5,000,000) and shall be irrevocable and effective only upon receipt by the Agent; provided that the Company may not at any time (i) terminate the Commitments in whole if Syndicated Loans are then outstanding or (ii) reduce the aggregate amount of the Commitments below the aggregate outstanding principal amount of the Syndicated Loans.

(c) The Commitments once terminated or reduced may not be reinstated.

2.06 Fees. The Company shall pay to the Agent for account of each Bank a facility fee on the daily average amount of such Bank's Commitment (whether or not utilized), for the period from and including the date hereof to but not including the date such Commitment is terminated, at a rate per annum equal to 0.20%; provided that if the financial statements most recently delivered to the Agent under Section 8.01(a) hereof (or, until the first financials are delivered under Section 8.01(a) hereof, the quarterly financials as at March 31, 1995 referred to in Section 7.02(b) hereof) shall demonstrate that the Interest Coverage Ratio for the fiscal quarter of the Company to which such financial statements relate shall fall

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within any of the ranges set forth below, then the facility fee shall be decreased to the rate set forth below opposite such range during the fiscal quarter commencing immediately following the day on which such financial statements were delivered to the Agent under Section 8.01(a) hereof:

Interest Coverage Ratio -----	Facility Fee -----
5.5 to 1 or greater	0.11%
less than 5.5 to 1 but 3.5 to 1 or greater	0.15%

provided further that the facility fee for the period from the date hereof to and including June 30, 1995 shall be 0.11%. Accrued facility fee shall be payable on each Quarterly Date in arrears and on the earlier of the date the Commitments are terminated and the Commitment Termination Date.

2.07 Lending Offices. The Loans of each Type and Currency made by each Bank shall be made and maintained at such Bank's Applicable Lending Office for Loans of such Type and Currency.

2.08 Several Obligations; Remedies Independent. The failure of any Bank to make any Syndicated Loan to be made by it on the date specified therefor shall not relieve any other Bank of its obligation to make its Syndicated Loan on such date, and no Bank shall be responsible for the failure of any other Bank to make a Loan to be made by such other Bank. The amounts payable by any Borrower at any time hereunder and under its Notes to each Bank shall be a separate and independent debt and each Bank shall be entitled to protect and enforce its rights arising out of this Agreement and the Notes, and it shall not be necessary for any other Bank or the Agent to consent to, or be joined as an additional party in, any proceedings for such purposes.

2.09 Notes.

(a) The Syndicated Loans made by any Bank to any Borrower shall be evidenced by a single promissory note of the relevant Borrower in substantially the form of Exhibit A-1 hereto, dated the date of its delivery to the Agent, payable to such Bank in a principal amount equal to the amount of its Commitment as originally in effect on the date hereof and otherwise duly completed. The date, amount, Type, Currency, interest rate and maturity date of each Syndicated Loan made by each Bank, and all payments made on account of the principal thereof, shall be recorded by such Bank on its books and, prior to any transfer of such Note held by it, endorsed by such Bank on the schedule attached to such Note or any continuation thereof; provided that the failure of such Bank to make any such recordation or endorsement shall not affect the obligations of such Borrower to make

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any payment when due of any amount owing hereunder or under such Note in respect of the Loans to be evidenced by such Note.

(b) The Money Market Loans made by any Bank to any Borrower shall be evidenced by a single promissory note of the relevant Borrower in substantially the form of Exhibit A-2 hereto, dated the date of its delivery to the Agent, payable to such Bank and otherwise duly completed. The date, amount, Type, Currency, interest rate and maturity date of each Money Market Loan made by each Bank to such Borrower, and all payments made on account of the principal thereof, shall be recorded by such Bank on its books and, prior to any transfer of such Note held by it, endorsed by such Bank on the schedule attached to such Note or any continuation thereof; provided that the failure of such Bank to make any such recordation or endorsement shall not affect the obligations of such Borrower to make any payment when due of any amount owing hereunder or under such Note in respect of the Loans to be evidenced by such Note.

(c) No Note may be subdivided, whether by exchange for promissory notes of lesser denominations or otherwise except in connection with a permitted assignment of a portion of the Loans evidenced thereby pursuant to Section 12.05(b) hereof.

2.10 Prepayments. Base Rate Loans may be prepaid upon not less than one Business Day's prior notice to the Agent (which shall promptly notify the Banks), which notice shall specify the prepayment date (which shall be a Business Day) and the amount of the prepayment (which, in the case of partial prepayments, shall be in an integral multiple of \$1,000,000) and shall be irrevocable and effective only upon receipt by the Agent, provided that interest on the principal of any Base Rate Loans prepaid, accrued to the prepayment date, shall be paid on the prepayment date. LIBO Rate Loans or Set Rate Loans may not be voluntarily prepaid (provided that this sentence shall not affect any Borrower's obligation to prepay Loans pursuant to Section 9 of this Agreement).

SECTION 3. PAYMENTS OF PRINCIPAL AND INTEREST.

3.01 Repayment of Loans. Each Borrower hereby promises to pay to the Agent for account of each Bank the principal amount of each Loan made by such Bank to such Borrower, and each Loan shall mature, on the last day of the Interest Period for such Loan.

3.02 Interest.

(a) Each Borrower hereby promises to pay to the Agent for account of each Bank interest on the unpaid principal amount of each Loan made by such Bank to such Borrower for the period commencing on the date of such Loan to but excluding the date such Loan shall be paid in full, at the following rates per annum:

(i) if such Loan is a Base Rate Loan, the Base Rate (as in effect from time to time);

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(ii) if such Loan is a LIBOR Loan, the LIBO Rate for such Loan for the Interest Period therefor plus the Applicable Margin;

(iii) if such Loan is a LIBOR Market Loan, the LIBO Rate for such Loan for the Interest Period therefor plus (or minus) the Money Market Margin quoted by the Bank making such Loan in accordance with Section 2.03 hereof; and

(iv) if such Loan is a Set Rate Loan, the Money Market Rate for such Loan for the Interest Period therefor quoted by the Bank making such Loan in accordance with Section 2.03 hereof.

Notwithstanding the foregoing, each Borrower hereby promises to pay to the Agent for account of each Bank interest at the applicable Post-Default Rate on any principal of any Loan made by such Bank to such Borrower, and (to the fullest extent permitted by law) on any other amount payable by such Borrower hereunder or under the Note of such Borrower held by such Bank to or for account of such Bank, which shall not be paid in full when due (whether at stated maturity, by acceleration or otherwise), for the period commencing on the due date thereof until the same is paid in full.

(b) Accrued interest on each Loan shall be payable on the last day of the Interest Period therefor and, if such Interest Period is longer than three months, at three-month intervals following the first day of such Interest Period, except that interest payable at the Post-Default Rate shall be payable from time to time on demand.

(c) Promptly after the determination of any LIBO Rate provided for herein, the Agent shall (i) notify the Banks to which interest at such LIBO Rate is payable and the Company thereof and (ii) at the request of the Company, furnish to the Company a copy of the page of the Screen on the basis of which the relevant LIBO Base Rate was determined. At any time that the Agent determines the LIBO Rate on a basis other than using the Screen, the Agent shall promptly notify the Company.

SECTION 4. PAYMENTS; PRO RATA TREATMENT; COMPUTATIONS; ETC.

4.01 Payments.

(a) Except to the extent otherwise provided herein, all payments of principal of and interest on Loans made in Dollars, and other amounts (other than the principal of and interest on Loans made

in an Alternative Currency) payable by any Obligor under this Agreement and the Notes, shall be made in Dollars, and all payments of principal of and interest on Loans made in an Alternative Currency shall be made in such Alternative Currency, in immediately available funds, without deduction, set-off or counterclaim, to the Agent's Account for such Currency, for account of the Banks, not later than 2:00 p.m. New York time (in the case of Loans denominated in Dollars) or 11:00 a.m. local time in the location of the Agent's Account (in the case of Loans denominated in an Alternative Currency), on the date on which such payment shall become due (each such payment made after such time on such due date to be deemed to have been made on the next

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succeeding Business Day), provided that if a new Loan is to be made by any Bank to any Borrower on a date such Borrower is to repay any principal of an outstanding Loan of such Bank in the same Currency, such Bank shall apply the proceeds of such new Loan to the payment of the principal to be repaid and only an amount equal to the difference between the principal to be borrowed and the principal to be repaid shall be made available by such Bank to the Agent as provided in Section 2.02 hereof or paid by such Borrower to the Agent pursuant to this Section 4.01, as the case may be.

(b) If any Borrower shall default in the payment when due of any principal, interest or other amounts to be made by such Borrower under this Agreement or the Notes, any Bank for whose account any such payment is to be made may (but shall not be obligated to) debit the amount of any such payment due such Bank which is not made by such time to any ordinary deposit account of such Borrower with such Bank (with notice to the Company and the Agent).

(c) Each Borrower (or, in the case of any Approved Borrower, the Company on behalf of such Approved Borrower) shall, at the time of making each payment under this Agreement or any Note for account of any Bank, specify to the Agent the Loans or other amounts payable by such Borrower hereunder to which such payment is to be applied (and in the event that the payor fails to so specify, or if an Event of Default has occurred and is continuing, such Bank may apply such payment received by it from the Agent to such amounts then due and owing to such Bank as such Bank may determine).

(d) Each payment received by the Agent under this Agreement or any Note for account of any Bank shall be paid promptly to such Bank, in immediately available funds.

(e) If the due date of any payment under this Agreement or any Note would otherwise fall on a day which is not a Business Day such date shall be extended to the next succeeding Business Day and interest shall be payable for any principal so extended for the period of such extension.

4.02 Pro Rata Treatment. Except to the extent otherwise provided herein: (a) each borrowing from the Banks of Syndicated Loans under Section 2.01 hereof shall be made from the Banks, each payment of fees under Section 2.06 hereof shall be made for account of the Banks, and each reduction of the amount or termination of the Commitments under Section 2.05 hereof shall be applied to the Commitments of the Banks, pro rata according to the amounts of their respective Commitments; (b) each payment of principal of Syndicated Loans by any Borrower shall be made for account of the Banks pro rata in accordance with the respective unpaid principal amounts of the Syndicated Loans held by the Banks; and (c) each payment of interest on Syndicated Loans by any Borrower shall be made for account of the Banks pro rata in accordance with the amounts of interest due and payable to the respective Banks; provided that, if an Event of Default shall have occurred and be continuing, each payment of principal of

and interest on the Loans and other amounts owing hereunder by any Borrower shall be made for account of the Banks pro rata in accordance

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with the aggregate amounts of all principal of and interest on the Loans and all other amounts owing hereunder by such Borrower then due and payable to the respective Banks.

4.03 Computations. Interest on Set Rate Loans, LIBO Rate Loans and the fees payable pursuant to Section 2.06 hereof shall be computed on the basis of a year of 360 days and actual days elapsed (including the first day but excluding the last day) occurring in the period for which payable, and interest on Base Rate Loans shall be computed on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed (including the first day but excluding the last day) occurring in the period for which payable.

4.04 Non-Receipt of Funds by the Agent. Unless the Agent shall have been notified by a Bank or any Borrower (or, in the case of any Approved Borrower, the Company on behalf of such Approved Borrower) (each, a "Payor") prior to the time by, and on the date on, which such Payor is scheduled to make payment to the Agent of (in the case of a Bank) the proceeds of a Loan to be made by it hereunder or (in the case of any Borrower) a payment to the Agent for account of one or more of the Banks hereunder (such payment being herein called the "Required Payment"), which notice shall be effective upon receipt, that it does not intend to make the Required Payment to the Agent, the Agent may assume that the Required Payment has been made and may, in reliance upon such assumption (but shall not be required to), make the amount thereof available to the intended recipient(s) on such date; and, if the Payor has not in fact made the Required Payment to the Agent, the recipient(s) of such payment shall, on demand, repay to the Agent the amount so made available together with interest thereon in respect of each day during the period commencing on the date such amount was so made available by the Agent to but not including the date the Agent recovers such amount (the "Advance Period") at a rate per annum equal to (a) if the recipient is a Borrower, the Base Rate in effect on such day and (b) if the recipient is a Bank, the Federal Funds Rate in effect on such day; and, if such recipient(s) shall fail promptly to make such payment, the Agent shall be entitled to recover such amount, on demand, from the Payor, together with interest thereon for each day during the Advance Period at a rate per annum equal to (i) if the Payor is a Borrower, the rate of interest payable on the Required Payment as provided in the second sentence of Section 3.02(a) hereof and (ii) if the Payor is a Bank, during the period commencing on the date such amount was so made available to but excluding the date three Business Days following such date, the Federal Funds Rate in effect on such day and, thereafter, the Base Rate in effect on such day.

4.05 Set-off; Sharing of Payments.

(a) Each Obligor agrees that, in addition to (and without limitation of) any right of set-off, bankers' lien or counterclaim a Bank may otherwise have, each Bank shall be entitled, at its option, to offset balances held by it for account of such Obligor at any of its offices, in Dollars or in any other Currency, against any principal of or interest on any of such Bank's Loans which is not paid when due (regardless of whether such balances are then due to such

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Obligor) in which case it shall promptly notify such Obligor (through notice to the Company) and the Agent thereof, provided that such Bank's failure to give such notice shall not affect the validity thereof.

(b) If any Bank shall obtain payment of any principal of or interest on any Syndicated Loan made by it under this Agreement through the exercise of any right of set-off, bankers' lien or counterclaim or similar right or otherwise, and, as a result of such payment, such Bank shall have received a greater percentage of the amounts then due hereunder to such Bank in respect of Syndicated Loans than the percentage received by any other Banks, it shall promptly purchase from such other Banks participations in (or, if and to the extent specified by such Bank, direct interests in) the Syndicated Loans made by such other Banks (or in the interest thereon, as the case may be) in such amounts, and make such other adjustments from time to time as shall be equitable, to the end that all the Banks shall share the benefit of such excess payment (net of any expenses which may be incurred by such Bank in obtaining or preserving such excess payment) pro rata in accordance with the unpaid principal and interest on the Syndicated Loans held by each of the Banks. To such end all the Banks shall make appropriate adjustments among themselves (by the resale of participations sold or otherwise) if such payment is rescinded or must otherwise be restored. Each Obligor agrees that any Bank so purchasing a participation (or direct interest) in the Syndicated Loans made by other Banks (or in the interest thereon, as the case may be) may exercise all rights of set-off, bankers' lien, counterclaim or similar rights with respect to such participation as fully as if such Bank were a direct holder of Loans (or in the interest thereon, as the case may be) in the amount of such participation. Nothing contained herein shall require any Bank to exercise any such right or shall affect the right of any Bank to exercise, and retain the benefits of exercising, any such right with respect to any other indebtedness or obligation of any Obligor. If under any applicable bankruptcy, insolvency or other similar law, any Bank receives a secured claim in lieu of a set-off to which this Section 4.05 applies, such Bank shall, to the extent practicable, exercise its rights in respect of such secured claim in a manner consistent with the rights of the Banks entitled under this Section 4.05 to share in the benefits of any recovery on such secured claim.

SECTION 5. YIELD PROTECTION AND ILLEGALITY.

5.01 Additional Costs.

(a) Each Borrower shall pay directly to each Bank from time to time such amounts as such Bank may determine to be necessary to compensate such Bank for any costs that such Bank determines are attributable to its making or maintaining of any LIBO Rate Loans or its obligation to make any LIBO Rate Loans hereunder, or any reduction in any amount receivable by such Bank hereunder in respect of any of such Loans or such obligation (such increases in costs and reductions in amounts receivable being herein called "Additional Costs"), resulting from any Regulatory Change that:

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(i) changes the basis of taxation of any amounts payable to such Bank under this Agreement or its Notes in respect of any of such Loans (other than taxes imposed on or measured by the overall net income of such Bank or of its Applicable Lending Office for any of such Loans by the jurisdiction in which such Bank has its principal office or such Applicable Lending Office);
or

(ii) imposes or modifies any reserve, special deposit or similar requirements (other than the Reserve Requirement utilized in the determination of the LIBO Rate for such Loan) relating to any extensions of credit or other assets of, or any deposits with or other liabilities of, such Bank (including, without limitation, any of such Loans or any deposits referred to in the definition of "LIBO Base Rate" in Section 1.01 hereof), or any commitment of such Bank (including, without limitation, the Commitment of such Bank hereunder); or

(iii) imposes any other condition affecting this Agreement or its Notes (or any of such extensions of credit or liabilities) or its Commitment.

If any Bank requests compensation from any Borrower under this Section 5.01(a), the Company may, by notice to such Bank (with a copy to the Agent), suspend the obligation of such Bank thereafter to make LIBO Rate Loans until the Regulatory Change giving rise to such request ceases to be in effect (in which case the provisions of Section 5.04 hereof shall be applicable), provided that such suspension shall not affect the right of such Bank to receive the compensation so requested.

(b) Without limiting the effect of the provisions of paragraph (a) of this Section 5.01, in the event that, by reason of any Regulatory Change, any Bank either (i) incurs Additional Costs based on or measured by the excess above a specified level of the amount of a category of deposits or other liabilities of such Bank that includes deposits by reference to which the interest rate on LIBO Rate Loans is determined as provided in this Agreement or a category of extensions of credit or other assets of such Bank that includes LIBO Rate Loans or (ii) becomes subject to restrictions on the amount of such a category of liabilities or assets that it may hold, then, if such Bank so elects by notice to the Company (with a copy to the Agent), the obligation of such Bank to make LIBO Rate Loans hereunder shall be suspended until such Regulatory Change ceases to be in effect (in which case the provisions of Section 5.04 hereof shall be applicable).

(c) Without limiting the effect of the foregoing provisions of this Section 5.01 (but without duplication), the Company shall pay directly to each Bank from time to time on request such amounts as such Bank may determine to be necessary to compensate such Bank (or, without duplication, the bank holding company of which such Bank is a subsidiary) for any costs that it determines are attributable to the maintenance by such Bank (or any Applicable Lending Office or such bank holding company), pursuant to any law or regulation or any

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interpretation, directive or request (whether or not having the force of law and whether or not failure to comply therewith would be unlawful) of any court or governmental or monetary authority (i) following any Regulatory Change or (ii) implementing any risk-based capital guideline or other requirement (whether or not having the force of law and whether or not the failure to comply therewith would be unlawful) hereafter issued by any government or governmental or supervisory authority implementing at the national level the Basel Accord (including, without limitation, the Final Risk-Based Capital Guidelines), of capital in respect of its Commitment or Loans (such compensation to include, without limitation, an amount equal to any reduction of the rate of return on assets or equity of such Bank (or any Applicable Lending Office or such bank holding company) to a level below that which such Bank (or any Applicable Lending Office or such bank holding company) would have achieved with respect to its Commitment or Loans but for such law,

regulation, interpretation, directive or request).

(d) Each Bank shall notify the Company of any event occurring after the date of this Agreement entitling such Bank to compensation under paragraph (a) or (c) of this Section 5.01 as promptly as practicable, but in any event within 45 days, after such Bank obtains actual knowledge thereof. If any Bank fails to give such notice within 45 days after it obtains actual knowledge of such an event, such Bank shall, with respect to compensation payable pursuant to this Section 5.01 in respect of any costs resulting from such event, only be entitled to payment under this Section 5.01 for costs incurred from and after the date 45 days prior to the date that such Bank does give such notice. Each Bank will furnish to the Company a certificate setting forth the basis and amount of each request by such Bank for compensation under paragraph (a) or (c) of this Section 5.01. Determinations and allocations by any Bank for purposes of this Section 5.01 of the effect of any Regulatory Change pursuant to paragraph (a) or (b) of this Section 5.01, or of the effect of capital maintained pursuant to paragraph (c) of this Section 5.01, on its costs or rate of return of maintaining Loans or its obligation to make Loans, or on amounts receivable by it in respect of Loans, and of the amounts required to compensate such Bank under this Section 5.01, shall be conclusive absent manifest error, provided that such determinations and allocations are made on a reasonable basis.

(e) Each Bank will designate a different Applicable Lending Office for the Loans of such Bank affected by any event specified in paragraphs (a), (b) or (c) of this Section 5.01 or in Section 5.03 hereof if such designation will avoid the need for, or reduce the amount of, such compensation or suspension, as the case may be, and will not, in the sole opinion of such Bank, be disadvantageous to such Bank.

5.02 Limitation on Types of Loans. Anything herein to the contrary notwithstanding:

(a) if the LIBO Base Rate for any Currency is to be determined under paragraph (b) of the definition of "LIBO Base Rate" and the Agent determines (which determination shall be

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conclusive) that no quotation from any Reference Bank of interest rates for the relevant deposits referred to in such paragraph (b) are not being provided in the relevant amounts or for the relevant maturities for purposes of determining rates of interest for LIBO Rate Loans as provided herein; or

(b) if the LIBO Base Rate for any Currency is being determined under paragraph (b) of the definition of "LIBO Base Rate" and the Majority Banks determine (or any Bank that has outstanding a Money Market Quote with respect to a LIBOR Market Loan, determines), which determination shall be conclusive, and notify (or notifies, as the case may be) the Agent that the relevant rates of interest referred to in paragraph (b) of the definition of "LIBO Base Rate" do not adequately cover the cost to such Banks (or such quoting Bank) of making or maintaining its LIBO Rate Loans in such Currency;

then the Agent shall give the Company and each Bank prompt notice thereof, and so long as such condition remains in effect, the Banks (or such quoting Bank) shall be under no obligation to make additional LIBO Rate Loans in such Currency.

5.03 Illegality. Notwithstanding any other provision of this Agreement, in the event that it becomes unlawful for any Bank or its Applicable Lending Office to honor its obligation to make or

maintain LIBO Rate Loans hereunder in any Currency, then such Bank shall promptly notify the Company thereof (with a copy to the Agent) and such Bank's obligation to make LIBOR Loans in such Currency shall be suspended until such time as such Bank may again make and maintain LIBOR Loans in such Currency (in which case the provisions of Section 5.04 hereof shall be applicable), and such Bank shall no longer be obligated to make any LIBOR Market Loan in such Currency that it has offered to make.

5.04 Base Rate Loans Pursuant to Sections 5.01 and 5.03. If the obligation of any Bank to make any LIBO Rate Loans in Dollars shall be suspended pursuant to Section 5.01 or 5.03 hereof (Loans of such type being herein called "Affected Loans" and such type being herein called the "Affected Type"), all Loans in Dollars (other than Money Market Loans) which would otherwise be made by such Bank as Loans of the Affected Type shall be made instead as Base Rate Loans (and, if an event referred to in Section 5.01(b) or 5.03 hereof has occurred and such Bank so requests by notice to the Company with a copy to the Agent, all Affected Loans of such Bank then outstanding shall be automatically converted into Base Rate Loans on the date specified by such Bank in such notice) and, to the extent that Affected Loans are so made as (or converted into) Base Rate Loans, all payments of principal which would otherwise be applied to such Bank's Affected Loans shall be applied instead to its Base Rate Loans.

5.05 Compensation. Each Borrower shall pay to the Agent for account of each Bank, upon the request of such Bank through the Agent, such amount or amounts as shall be sufficient (in the reasonable opinion of such Bank) to compensate it for any loss, cost or expense which such Bank determines are attributable to:

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(a) any payment or conversion of a LIBO Rate Loan or a Set Rate Loan made by such Bank for any reason (including, without limitation, the acceleration of the Loans pursuant to Section 9 hereof) on a date other than the last day of the Interest Period for such Loan; or

(b) any failure by such Borrower for any reason (excluding only failure due solely to a default by any Bank or the Agent in its obligation to provide funds to such Borrower hereunder but including, without limitation, the failure of any of the conditions precedent specified in Section 6 hereof to be satisfied) to borrow a LIBO Rate Loan or a Set Rate Loan from such Bank on the date for such borrowing specified in the relevant notice of borrowing given pursuant to Section 2.02 or 2.03(b) hereof.

Without limiting the effect of the preceding sentence, such compensation shall include, in the case of a Loan, an amount equal to the excess, if any, of (i) the amount of interest which otherwise would have accrued on the principal amount so paid or converted or not borrowed for the period from the date of such payment, conversion or failure to borrow to the last day of the Interest Period for such Loan (or, in the case of a failure to borrow, the Interest Period for such Loan which would have commenced on the date specified for such borrowing) at the applicable rate of interest for such Loan provided for herein over (ii) the interest component of the amount such Bank would have bid in the London interbank market for deposits in the applicable Currency of leading banks (if such Loan is a LIBO Rate Loan) or in the United States certificate of deposit market for issuance at face value of certificates of deposit for Dollar deposits (if such Loan is a Set Rate Loan) in amounts comparable to such principal amount and with maturities comparable to such period (as reasonably determined by such Bank).

5.06 Taxes.

(a) Each Borrower agrees to pay to each Bank such additional amounts as are necessary in order that the net payment of any amount due to such Bank hereunder after deduction for or withholding in respect of any Taxes imposed with respect to such payment will not be less than the amount stated herein to be then due and payable, provided that the foregoing obligation to pay such additional amounts shall not apply:

(i) to any payment to any Bank hereunder unless such Bank is, on the date such Borrower became a Borrower hereunder (which, in the case of the Company and the Approved Borrowers listed in Section 2.04(b) hereof, means the date hereof and, in the case of any other Approved Borrower, means the date of the Designation Letter of such Approved Borrower) or (if later) on the date such Bank becomes a Bank hereunder as provided in Section 12.05(b) hereof and on the date of any change in the Applicable Lending Office of such Bank, entitled to a complete exemption from withholding or deduction by such Borrower of Taxes on all

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interest to be received by such Bank hereunder in respect of the Loans made by such Bank to such Borrower, or

(ii) to any such Taxes required to be deducted or withheld solely by reason of the failure of such Bank to comply with applicable certification, information, documentation or other reporting requirements concerning the nationality, residence, identity or connections with such Borrower's Jurisdiction if such compliance is required by treaty, statute or regulation as a precondition to relief or exemption from such Taxes.

For the purposes of this Section 5.06(a), the term "Taxes" shall mean with respect to any Borrower all present and future income, stamp, registration and other taxes and levies, imposts, deductions, charges, compulsory loans and withholdings whatsoever, and all interest, penalties or similar amounts with respect thereto, now or hereafter imposed, assessed, levied or collected by such Borrower's Jurisdiction on or in respect of the Basic Documents, the principal of and interest on the Loans and any other amounts payable under any of the Basic Documents, the recording, registration, notarization or other formalization of any thereof, the enforcement thereof or the introduction thereof in any judicial proceedings, or on or in respect of any payments of principal, interest, premium, charges, fees or other amounts made on, under or in respect of any thereof (excluding, however, income or franchise taxes imposed on or measured by the overall net income or capital of a Bank (or its Applicable Lending Office) by such Borrower's Jurisdiction as a result of such Bank being organized under the laws of or resident in such Borrower's Jurisdiction or of its Applicable Lending Office being located or carrying on business in such Borrower's Jurisdiction).

(b) Within 30 days after paying any amount to the Agent or any Bank from which it is required by law to make any deduction or withholding, and within 30 days after it is required by law to remit such deduction or withholding to any relevant taxing or other authority, the relevant Borrower shall deliver to the Agent for delivery to such Bank evidence satisfactory to such Bank of such deduction, withholding or payment (as the case may be).

SECTION 6. CONDITIONS PRECEDENT.

6.01 Initial Credit Extension. The obligation of the Banks to make the initial Credit Extension hereunder is subject to the

receipt by the Agent of the following documents, each of which shall be satisfactory to the Agent in form and substance:

(a) Certified copies of the charter and by-laws of, and all corporate action taken by, the Company approving this Agreement and the Notes to be made by the Company, borrowings by the Company and the guarantee of the Company set forth in Section 11 hereof (including, without limitation, a certificate setting forth the resolutions of the Board of Directors of the Company adopted in respect of the transactions contemplated hereby).

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(b) A certificate of the Company in respect of each of the officers (i) who is authorized to sign this Agreement, the Notes, Money Market Quote Requests, Designation Letters and Termination Letters, together with specimen signatures, and (ii) who will, until replaced by another officer or officers duly authorized for that purpose, act as its representative for the purposes of signing documents and giving notices and other communications in connection herewith and with the Notes and the transactions contemplated hereby and thereby. The Agent and each Bank may conclusively rely on such certificate until they receive notice in writing from the Company to the contrary.

(c) An opinion of Schiff, Hardin & Waite, special Illinois counsel to the Company substantially in the form of Exhibit B-1 hereto (and the Company hereby instructs such counsel to deliver such opinion to the Banks and the Agent); and an opinion of Dale L. Matschullat, Esq., general counsel to the Company, substantially in the form of Exhibit B-2 hereto (and the Company hereby instructs such counsel to deliver such opinion to the Banks and the Agent).

(d) An opinion of Milbank, Tweed, Hadley & McCloy, special New York counsel to the Banks and the Agent, substantially in the form of Exhibit C hereto.

(e) A Syndicated Note and a Money Market Note for each Bank duly completed and executed by the Company.

6.02 Initial Credit Extension to any Approved Borrower. The obligation of the Banks to make the initial Credit Extension hereunder to any Approved Borrower (including, without limitation, any Approved Borrower designated pursuant to Section 2.04(b) hereof) is subject to the receipt by the Agent of the following documents, each of which shall be satisfactory to the Agent in form and substance:

(a) Certified copies of the charter and by-laws (as applicable) of such Approved Borrower and all corporate action taken by such Approved Borrower approving the Designation Letter of such Approved Borrower, this Agreement and the Notes to be made by such Approved Borrower and borrowings by such Approved Borrower (including, without limitation, a certificate setting forth the resolutions of the Board of Directors of such Approved Borrower adopted in respect of the transactions contemplated hereby and thereby).

(b) A certificate of such Approved Borrower in respect of each of the officers and/or directors (i) who is authorized to sign the Designation Letter, Notes and Termination Letter (if any) of such Approved Borrower, together with specimen signatures, and (ii) who will, until replaced by another officer or director duly authorized for that purpose, act as its representative for the purposes of signing documents and giving

notices and other communications in connection herewith and with the Notes of such Approved Borrower and the transactions contemplated hereby and thereby. The Agent and each Bank may

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conclusively rely on such certificate until they receive notice in writing from such Approved Borrower to the contrary.

(c) A Syndicated Note and a Money Market Note for each Bank, duly completed and executed by such Approved Borrower.

(d) Such other documents as the Agent or any Bank or special New York counsel to the Banks and the Agent may reasonably request.

6.03 Initial and Subsequent Credit Extensions. The obligation of any Bank to make any Credit Extension hereunder (including, without limitation, the initial Credit Extension hereunder) is subject to the further conditions precedent that, as of the date of such Credit Extension and after giving effect thereto and the intended use thereof:

(a) no Default shall have occurred and be continuing; and

(b) the representations and warranties made by the Company and, in the case of a Credit Extension to any Approved Borrower, such Approved Borrower in Section 7 hereof shall be true on and as of the date of such Credit Extension with the same force and effect as if made on and as of such date (or, if any such representation or warranty is expressly stated to have been made as of a specific date, as of such specific date).

Each notice of borrowing by the Company hereunder (whether on its own behalf or on behalf of any other Borrower) shall constitute a certification by the Company to the effect set forth in the preceding sentence (both as of the date of such notice and, unless the Company otherwise notifies the Agent prior to the date of such Credit Extension, as of the date of such Credit Extension).

SECTION 7. REPRESENTATIONS AND WARRANTIES. The Company represents and warrants to the Banks that:

Part A. Representations and Warranties of the Company.

7.01 Corporate Existence. Each of the Company and its Significant Subsidiaries: (a) is a corporation duly organized and validly existing under the laws of the jurisdiction of its incorporation; (b) has all requisite corporate power, and has all material governmental licenses, authorizations, consents and approvals, necessary to own its assets and carry on its business as now being or as proposed to be conducted; and (c) is qualified to do business in all jurisdictions in which the nature of the business conducted by it makes such qualification necessary except where failure so to qualify would not have a material adverse effect on the consolidated financial condition, operations, business or prospects of the Company and its Subsidiaries (taken as a whole).

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7.02 Financial Condition.

(a) The consolidated balance sheet of the Company and its Subsidiaries as at December 31, 1994 and the related consolidated statements of income, cash flows and stockholders' equity of the Company and its Subsidiaries for the fiscal year ended on said date, with the opinion thereon of Arthur Andersen & Co., heretofore furnished to each of the Banks, are complete and correct and fairly present the consolidated financial condition of the Company and its Subsidiaries as at said date and the consolidated results of their operations for the fiscal year ended on said date, all in accordance with generally accepted accounting principles. Neither the Company nor any of its Subsidiaries had on said date any material contingent liabilities, material liabilities for taxes, material unusual forward or long-term commitments or material unrealized or anticipated losses from any unfavorable commitments, except as referred to or reflected or provided for in said balance sheet as at said date.

(b) The consolidated balance sheet of the Company and its Subsidiaries as at March 31, 1995 and the related consolidated statements of income, cash flows and stockholders' equity of the Company and its Subsidiaries for the fiscal quarter ended on said date, heretofore furnished to each of the Banks, are complete and correct and fairly present the consolidated financial condition of the Company and its Subsidiaries as at said date and the consolidated results of their operations for the fiscal quarter ended on said date, all in accordance with generally accepted accounting principles. Neither the Company nor any of its Subsidiaries had on said date any material contingent liabilities, material liabilities for taxes, material unusual forward or long-term commitments or material unrealized or anticipated losses from any unfavorable commitments, except as referred to or reflected or provided for in said balance sheet as at said date.

(c) Since December 31, 1994, there has been no material adverse change in the consolidated financial condition, operations, business or prospects of the Company and its Subsidiaries (taken as a whole).

7.03 Litigation. To the best knowledge and belief of the Company, there are no legal or arbitral proceedings or any proceedings by or before any governmental or regulatory authority or agency, now pending or (to the knowledge of the Company) threatened against the Company or any of its Subsidiaries which could reasonably be expected to have a Material Adverse Effect.

7.04 No Breach. None of the making or performance of this Agreement or the Notes, or the consummation of the transactions herein or therein contemplated, will conflict with or result in a breach of, or require any consent under, the charter or by-laws of the Company or any applicable law or regulation, or any order, writ, injunction or decree of any court or governmental authority or agency, or any agreement or instrument to which the Company or any of its Subsidiaries is a party or by which any of them is bound or to which any of them is subject, or constitute a default under any such

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agreement or instrument, or constitute a tortious interference with any agreement, or result in the creation or imposition of any Lien upon any of the revenues or assets of the Company or any of its Subsidiaries pursuant to the terms of any such agreement or instrument.

7.05 Corporate Action. The Company has all necessary corporate power and authority to make and perform its obligations under this Agreement and the Notes of the Company; the making and performance of this Agreement and the Notes of the Company by the Company have been duly authorized by all necessary corporate action on the part of the Company; and this Agreement has been duly and validly executed and delivered by the Company and constitutes, and each of the Notes of the Company when executed and delivered by the Company for value will constitute, its legal, valid and binding obligation, enforceable in accordance with their respective terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally.

7.06 Approvals. No authorizations, approvals or consents of, and no filings or registrations with, any governmental or regulatory authority or agency are necessary for the execution, delivery or performance by the Company of this Agreement or the Notes of the Company or for the validity or enforceability of any thereof.

7.07 Use of Credit. Neither the Company nor any of its Subsidiaries is engaged principally, or as one of its important activities, in the business of extending credit for the purpose, whether immediate, incidental or ultimate, of buying or carrying margin stock (within the meaning of Regulation U or X of the Board of Governors of the Federal Reserve System), and no part of the proceeds of any Credit Extension hereunder will be used in a manner that will cause the Company to violate said Regulation X or any Bank to violate said Regulation U.

7.08 ERISA. Each of the Company and each ERISA Affiliate has fulfilled its obligations under the minimum funding standards of ERISA and the Code with respect to each of its Plans and is (and to the best of its knowledge in the case of any Multiemployer Plan is) in compliance in all material respects with the presently applicable provisions of ERISA and the Code, and has not incurred any liability on account of the termination of any of its Plans to the PBGC or any of its Plans and has not incurred any withdrawal liability to any Multiemployer Plan.

7.09 Credit Agreements. Schedule I hereto is a complete and correct list, as of the date of this Agreement, of each credit agreement, loan agreement, indenture, purchase agreement, Guarantee or other arrangement (other than a letter of credit) providing for or otherwise relating to any extension of credit (or commitment for any extension of credit) to, or Guarantee by, the Company or any Subsidiary of any of them the aggregate principal or face amount of which equals or exceeds (or may equal or exceed) \$1,000,000 and the aggregate principal or face amount outstanding or which may become

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outstanding under each such arrangement is correctly described in said Schedule I.

7.10 Hazardous Materials. The Company and each of its Subsidiaries have obtained all permits, licenses and other authorizations that are required under all Environmental Laws, except to the extent failure to have any such permit, license or authorization would not have a Material Adverse Effect. The Company and each of its Subsidiaries are in compliance with the terms and conditions of all such permits, licenses and authorizations, and are also in compliance with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables contained in any applicable Environmental Law or in any regulation, code, plan, order, decree, judgment, injunction, notice or demand letter issued, entered, promulgated or approved

thereunder, except to the extent failure to comply would not have a Material Adverse Effect. Except as heretofore disclosed to the Banks, there have been no environmental investigations, studies, audits, tests, reviews or other analyses conducted by or that are in the possession of the Company or any of its Subsidiaries with respect to any property or facility now or previously owned or leased by the Company or any of its Environmental Affiliates which reveal facts or circumstances that could reasonably be expected to have a Material Adverse Effect.

7.11 Taxes. The Company and its Subsidiaries are members of an affiliated group of corporations filing consolidated returns for Federal income tax purposes, of which the Company is the "common parent" (within the meaning of Section 1504 of the Code) of such group. The Company and its Subsidiaries have filed all Federal income tax returns and all other material tax returns and information statements that are required to be filed by them and have paid all taxes due pursuant to such returns or pursuant to any assessment received by the Company or any of its Subsidiaries. The charges, accruals and reserves on the books of the Company and its Subsidiaries in respect of taxes and other governmental charges are, in the opinion of the Company, adequate. The United States Federal income tax returns of the Company and its Subsidiaries have been examined and/or closed through the fiscal years of the Company and its Subsidiaries ended on or before December 31, 1985. The Company has not given or been requested to give a waiver of the statute of limitations relating to the payment of Federal, state, local and foreign taxes or other impositions except that with respect to the Company's 1986 and 1987 tax years there has been an extension in the statute of limitations relating to the payment of Federal taxes through December 31, 1993 and with respect to the Company's 1988 and 1989 tax years there has been such an extension through September 15, 1994.

7.12 True and Complete Disclosure. The information, reports, financial statements, exhibits and schedules furnished in writing by or on behalf of the Company to the Banks in connection with the negotiation, preparation or delivery of this Agreement or included herein or delivered pursuant hereto, when taken as a whole do not contain any untrue statement of material fact or omit to state any material fact necessary to make the statements herein or therein, in

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light of the circumstances under which they are made, not misleading. All written information furnished after the date hereof by the Company and its Subsidiaries to the Banks in connection with this Agreement and the transactions contemplated hereby will be true, complete and accurate in every material respect, or (in the case of projections) based on reasonable estimates, on the date as of which such information is stated or certified. There is no fact known to the Company that could reasonably be expected to have a Material Adverse Effect that has not been disclosed herein or in a report, financial statement, exhibit, schedule, disclosure letter or other writing furnished to the Banks for use in connection with the transactions contemplated hereby.

7.13 Subsidiaries. Set forth in Schedule III hereto is a complete and correct list, as of the date of this Agreement, of all of the Subsidiaries of the Company, together with, for each such Subsidiary, (i) the jurisdiction of organization of such Subsidiary, (ii) each Person holding ownership interests in such Subsidiary and (iii) the nature of the ownership interests held by each such Person and the percentage of ownership of such Subsidiary represented by such ownership interests. Except as disclosed in Schedule III hereto, (x) each of the Company and its Subsidiaries owns, free and clear of Liens, and has the unencumbered right to vote, all outstanding ownership interests in each Person shown to be held by it in Schedule

III hereto and (y) all of the issued and outstanding capital stock of each such Person organized as a corporation is validly issued, fully paid and nonassessable.

7.14 Compliance with Law. As of the date of this Agreement, the Company and its Subsidiaries are in material compliance with all applicable laws and regulations, except to the extent that failure to comply therewith would not have a Material Adverse Effect.

Part B. Representations and Warranties of the Approved Borrowers. Each Approved Borrower represents and warrants to the Banks that:

7.15 Corporate Existence. Such Approved Borrower: (a) is a corporation duly organized and validly existing under the laws of the jurisdiction of its incorporation; (b) has all requisite corporate power, and has all material governmental licenses, authorizations, consents and approvals, necessary to own its assets and carry on its business as now being or as proposed to be conducted; and (c) is qualified to do business in all jurisdictions in which the nature of the business conducted by it makes such qualification necessary except where failure so to qualify would not have a material adverse effect on the consolidated financial condition, operations, business or prospects of such Approved Borrower and its Subsidiaries (taken as a whole).

7.16 No Breach. None of the making or performance of the Designation Letter of such Approved Borrower, this Agreement or the Notes of such Approved Borrower, or the consummation of the transactions herein or therein contemplated, will conflict with or result in a breach of, or require any consent under, the charter or

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by-laws of such Approved Borrower or any applicable law or regulation, or any order, writ, injunction or decree of any court or governmental authority or agency, or any agreement or instrument to which such Approved Borrower or any of its Subsidiaries is a party or by which any of them is bound or to which any of them is subject, or constitute a default under any such agreement or instrument, or constitute a tortious interference with any agreement, or result in the creation or imposition of any Lien upon any of the revenues or assets of such Approved Borrower or any of its Subsidiaries pursuant to the terms of any such agreement or instrument.

7.17 Corporate Action. Such Approved Borrower has all necessary corporate power and authority to make and perform its obligations under the Designation Letter of such Approved Borrower, this Agreement and the Notes of such Approved Borrower and to borrow hereunder; the making and performance of the Designation Letter of such Approved Borrower, this Agreement and the Notes of such Approved Borrower and the borrowing by such Approved Borrower hereunder have been duly authorized by all necessary corporate action on its part; and the Designation Letter of such Approved Borrower and this Agreement constitute, and the Notes of such Approved Borrower when executed and delivered by such Approved Borrower for value will constitute, its legal, valid and binding obligation, enforceable in accordance with their respective terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally.

7.18 Approvals. No authorizations, approvals or consents of, and no filings or registrations with, any governmental or regulatory authority or agency which have not been obtained are necessary for the execution, delivery or performance by such Approved Borrower of the Designation Letter of such Approved Borrower, this

Agreement or the Notes of such Approved Borrower or for the validity or enforceability of any thereof or for the borrowing by such Approved Borrower hereunder.

7.19 Taxes on Payments of Approved Borrowers. Except as disclosed to the Agent and the Banks by the Company prior to the delivery of the Designation Letter of such Approved Borrower, as of the date of such Designation Letter (a) there are no Taxes of such Approved Borrower's Jurisdiction imposed by or in the nature of withholding or otherwise, which are imposed on any payment to be made by such Approved Borrower pursuant hereto or on the Notes of such Approved Borrower, or are imposed on or by virtue of the execution, delivery or enforcement of the Designation Letter of such Approved Borrower, this Agreement or the Notes of such Approved Borrower, (b) such Approved Borrower is permitted to make payments pursuant to this Agreement and the Notes free and clear of all such Taxes and (c) any exemption from the withholding of such Taxes that would, but for the existence of the Guarantee of the Company under Section 11 hereof, be available under a tax treaty to which the Borrower's Jurisdiction and the jurisdiction of the organization of any Bank are parties will not be made unavailable by the existence of such Guarantee of the Company.

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7.20 Choice of Law. In any action or proceeding in any court of or in such Approved Borrower's Jurisdiction arising out of or relating to this Agreement, the Designation Letter of such Approved Borrower or the Notes of such Approved Borrower, such court would recognize and give effect to the first sentence of Section 12.09(a) hereof.

7.21 Process Agent; Etc. The appointment of the Company as Process Agent by such Approved Borrower under Section 12.09(a) hereof and under the Designation Letter of such Approved Borrower is a valid appointment and the empowerment in such Approved Borrower's Designation Letter of the Company to act as such Approved Borrower's representative and attorney-in-fact for the purposes of signing documents and giving and receiving notices (including notices of borrowing under Section 2 hereof) and for the purposes of modifying or amending any provision of this Agreement is a valid and binding empowerment.

7.22 Qualification to Do Business. It is not necessary under the laws of such Approved Borrower's Jurisdiction (i) in order to enable the Agent or any Bank to enforce its rights against such Approved Borrower under this Agreement or the Notes of such Approved Borrower, or (ii) by reason of the execution, delivery or performance of the Designation Letter of such Approved Borrower, this Agreement or the Notes of such Approved Borrower, that the Agent or any Bank should be licensed, qualified or entitled to carry on business in such Approved Borrower's Jurisdiction.

7.23 Doing Business, Etc. Neither the Agent nor any Bank is or will be deemed to be resident, domiciled, carrying on business or, except as disclosed to the Agent and the Banks by the Company prior to the delivery of the Designation Letter of such Approved Borrower, subject to Taxes of such Approved Borrower's Jurisdiction solely by reason of the execution, delivery, performance or enforcement of this Agreement, the Designation Letter of such Approved Borrower or the Notes of such Approved Borrower.

7.24 Immunity. Neither such Approved Borrower nor any of its Property has any immunity (sovereign or otherwise) from jurisdiction of any court of or in such Approved Borrower's Jurisdiction or from set-off or from any legal process (whether through service or notice, attachment prior to judgment, attachment in

aid of execution, execution or otherwise) under the laws of such Approved Borrower's Jurisdiction.

7.25 Stamp Taxes. To ensure the legality, validity, enforceability or admissibility in evidence in such Approved Borrower's Jurisdiction of this Agreement, the Designation Letter of such Approved Borrower or the Notes of such Approved Borrower, it is not necessary that this Agreement, such Designation Letter or such Notes or any other document be filed or recorded with any court or other authority in such Approved Borrower's Jurisdiction or that any stamp or similar tax be paid on or in respect of this Agreement, such Designation Letter or such Notes, or any other document other than

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such filings and recordations that have already been made and such stamp or similar taxes that have already been paid.

7.26 Legal Form. Each of this Agreement, the Designation Letter of such Approved Borrower and the Notes of such Approved Borrower is in proper legal form under the laws of such Approved Borrower's Jurisdiction for the enforcement thereof against such Approved Borrower.

7.27 No Insolvency. No event of the type referred to in clause (e), (f) or (g) of Section 9 hereof has occurred with respect to such Approved Borrower.

SECTION 8. COVENANTS OF THE COMPANY. The Company agrees that, so long as any of the Commitments are in effect and until payment in full of all Loans hereunder, all interest thereon and all other amounts payable by each Borrower hereunder:

8.01 Financial Statements. The Company shall deliver to each of the Banks:

(a) as soon as available and in any event within 60 days after the end of each of the fiscal quarterly periods of each fiscal year of the Company, consolidated statements of income, cash flows and stockholders' equity of the Company and its Subsidiaries for such period and for the period from the beginning of the respective fiscal year to the end of such period, and the related consolidated balance sheet as at the end of such period, setting forth in each case in comparative form the corresponding figures for the corresponding period in the preceding fiscal year, and accompanied by a certificate of a senior financial officer of the Company, which certificate shall state that said financial statements fairly present the consolidated financial condition and results of operations of the Company and its Subsidiaries, in accordance with generally accepted accounting principles, as at the end of (and for) such period (subject to normal year-end audit adjustments).

(b) as soon as available and in any event within 90 days after the end of each fiscal year of the Company, consolidated statements of income, cash flows and stockholders' equity of the Company and its Subsidiaries for such year and the related consolidated balance sheet as at the end of such year, setting forth in each case in comparative form the corresponding figures for the preceding fiscal year, and accompanied by an opinion thereon of independent certified public accountants of recognized national standing, which opinion shall state that said financial statements fairly present the consolidated financial condition and results of operations of the Company and its Subsidiaries, in accordance with generally accepted accounting principles, as at the end of (and for) such fiscal year, and a certificate of such

accountants stating that, in making the examination necessary for their opinion, they obtained no knowledge, except as specifically stated, of any Default.

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(c) promptly upon their becoming available, copies of all registration statements and regular periodic reports, if any, which the Company shall have filed with the Securities and Exchange Commission (or any governmental agency substituted therefor) or any national securities exchange.

(d) promptly upon the mailing thereof to the shareholders of the Company generally, copies of all financial statements, reports and proxy statements so mailed.

(e) as soon as possible, and in any event within ten days after the Company knows or has reason to know that any of the events or conditions specified below with respect to any Plan or Multiemployer Plan of the Company have occurred or exist, a statement signed by a senior financial officer of the Company setting forth details respecting such event or condition and the action, if any, which the Company or any ERISA Affiliate proposes to take with respect thereto (and a copy of any report or notice required to be filed with or given to PBGC by the Company or such ERISA Affiliate with respect to such event or condition):

(i) any reportable event, as defined in Section 4043(b) of ERISA and the regulations issued thereunder, with respect to a Plan, as to which PBGC has not by regulation waived the requirement of Section 4043(a) of ERISA that it be notified within 30 days of the occurrence of such event (provided that a failure to meet the minimum funding standard of Section 412 of the Code or Section 302 of ERISA shall be a reportable event regardless of the issuance of any waivers in accordance with Section 412(d) of the Code);

(ii) the filing under Section 4041 of ERISA of a notice of intent to terminate any Plan or the termination of any Plan if at the date of such filing or termination the fair market value of the assets of such Plan, as determined by the Plan's independent actuaries, is exceeded by the present value as determined by such actuaries as of such date, of benefit commitments under such Plan by more than \$1,000,000 (including any prior terminations subject to this provision);

(iii) the institution by PBGC of proceedings under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Plan of the Company, of the receipt by the Company or any ERISA Affiliate of a notice from a Multiemployer Plan that such action has been taken by PBGC with respect to such Multiemployer Plan;

(iv) the complete or partial withdrawal by the Company or any ERISA Affiliate under Section 4201 or 4204 of ERISA from a Multiemployer Plan causing any withdrawal liability in excess of \$500,000 (including any prior withdrawals subject to this provision), or the receipt by the Company or

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any ERISA Affiliate of notice from a Multiemployer Plan that it is in reorganization or insolvency pursuant to Section 4241 or 4245 of ERISA or that it intends to terminate or has terminated under Section 4041A of ERISA; and

(v) the institution of a proceeding by a fiduciary of any Multiemployer Plan against the Company or any ERISA Affiliate to enforce Section 515 of ERISA, which proceeding is not dismissed within 30 days.

(f) promptly after the Company knows or has reason to know that any Default has occurred, a notice of such Default, describing the same in reasonable detail.

(g) from time to time such other information regarding the business, affairs or financial condition of the Company or any of its Subsidiaries (including, without limitation, any Plan or Multiemployer Plan and any reports or other information required to be filed under ERISA) as any Bank or the Agent may reasonably request.

The Company will furnish to each Bank, at the time it furnishes each set of financial statements pursuant to paragraph (a) or (b) above, a certificate of a senior financial officer of the Company (i) to the effect that no Default has occurred and is continuing (or, if any Default has occurred and is continuing, describing the same in reasonable detail) and (ii) setting forth in reasonable detail the computations necessary to determine whether the Company is in compliance with Sections 8.06, 8.07(a) (vii), 8.08(xiii), 8.10 and 8.11 hereof as of the end of the respective fiscal quarter or fiscal year.

8.02 Litigation. The Company shall promptly give to each Bank notice of all legal or arbitral proceedings, and of all proceedings before any governmental or regulatory authority or agency, instituted, or (to the knowledge of the Company) threatened, against the Company or any of its Subsidiaries which could reasonably be expected to have a Material Adverse Effect.

8.03 Corporate Existence, Etc. The Company shall, and shall cause each of its Significant Subsidiaries to: preserve and maintain its corporate existence and all its material rights, privileges and franchises (except as otherwise expressly permitted under Section 8.07 hereof); comply with the requirements of all applicable laws, rules, regulations and orders of governmental or regulatory authorities if failure to comply with such requirements would have a Material Adverse Effect; pay and discharge all taxes, assessments and governmental charges or levies imposed on it or on its income or profits or on any of its property prior to the date on which penalties attach thereto, except for any such tax, assessment, charge or levy the payment of which is being contested in good faith and by proper proceedings and against which adequate reserves are being maintained; maintain all its properties used or useful in its business in good working order and condition, ordinary wear and tear excepted; and permit representatives of any Bank or the Agent, during normal

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business hours, to examine, copy and make extracts from its books and records, to inspect its properties, and to discuss its business and affairs with its officers, all to the extent reasonably requested by such Bank or the Agent (as the case may be).

8.04 Insurance. The Company shall, and shall cause each of its Subsidiaries to, keep insured by financially sound and reputable insurers all property of a character usually insured by corporations engaged in the same or similar business similarly situated against loss or damage of the kinds and in the amounts customarily insured against by such corporations and carry such other insurance as is usually carried by such corporations.

8.05 Use of Proceeds. The proceeds of the Credit Extensions hereunder will be used solely for general corporate purposes, including (without limitation) commercial paper back-up and acquisitions (each of which uses shall be in compliance with all applicable legal and regulatory requirements, including, without limitation, Regulations G, U and X of the Board of Governors of the Federal Reserve System and the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder). The Company will not permit more than 25% of the value (as determined by any reasonable method) of its assets, nor more than 25% of the value (as determined by any reasonable method) of the assets of the Company and its Subsidiaries, to be represented by margin stock (within the meaning of Regulation U of the Board of Governors of the Federal Reserve System).

8.06 Indebtedness. The Company will not, nor will it permit any of its Subsidiaries to, incur, assume or suffer to exist obligations in respect of standby and performance letters of credit in an aggregate amount exceeding 5% of Total Consolidated Assets at any one time outstanding. The Company will not permit any of its Subsidiaries to create, issue, incur or assume, or suffer to exist, any Indebtedness, except: (i) Indebtedness existing on the date hereof, but not any renewals, extensions or refinancings of the same; (ii) Indebtedness owing to the Company; (iii) Indebtedness of any Person that becomes a Subsidiary of the Company after the date hereof so long as such Indebtedness exists at the time such Person becomes such a Subsidiary and was not incurred in anticipation thereof; (iv) Capital Lease Obligations in an aggregate amount not to exceed an amount equal to 5% of Total Consolidated Assets at any one time outstanding; (v) Indebtedness in respect of Syndicated Loans under this Agreement; (vi) Indebtedness in respect of Syndicated Loans (as defined in the Other Agreement) under the Other Agreement; and (vii) additional Indebtedness in an aggregate amount not to exceed an amount equal to 10% of Total Consolidated Assets at any one time outstanding.

8.07 Fundamental Changes.

(a) The Company will not, and will not permit any of its Subsidiaries to, be a party to any merger or consolidation, and the Company will not, and will not permit any of its Subsidiaries or operating divisions (whether now owned or existing or hereafter

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acquired or designated) to, (x) sell, assign, lease or otherwise dispose of all or substantially all of its Property whether now owned or hereafter acquired or (y) sell, assign or otherwise dispose of any capital stock of any such Subsidiary, or permit any such Subsidiary to issue any capital stock, to any Person other than the Company or any of its Wholly-Owned Subsidiaries if, after giving effect thereto, the Company does not own, directly or indirectly, a majority of the capital stock of such Subsidiary ("Controlling Stock Disposition"); except that, so long as both before and after giving effect thereto no Default shall have occurred and be continuing:

(i) the Company or any Subsidiary of the Company may be a party to any merger or consolidation if it shall be the surviving corporation;

(ii) any such Subsidiary may be a party to any merger or consolidation with another such Subsidiary (or with any Person that becomes another such Subsidiary as a result of such merger or consolidation);

(iii) any such Subsidiary may merge into, and any such Subsidiary or operating division may transfer any Property to, the Company;

(iv) any such Subsidiary or operating division may transfer any Property to another such Subsidiary or operating division (or to any Person that becomes as part of such transfer another such Subsidiary or operating division);

(v) [Intentionally Omitted];

(vi) the Company, any such Subsidiary or operating division may sell, assign, lease or otherwise dispose of any Non-Strategic Property; and

(vii) the Company or any such Subsidiary or operating division may make sales, assignments and other dispositions of Property (including Controlling Stock Dispositions) and any such Subsidiary may become a party to a merger or consolidation (each such sale, assignment, disposition, Controlling Stock Disposition, merger or consolidation, other than those described in clauses (i) through (vi) hereof, a "Disposition") if the Property that was the subject of any such Disposition, together with the Property that was the subject of all Dispositions during the Disposition Period for such Disposition, did not produce revenue that was greater in amount than an amount equal to 10% of the revenue of the Company and its Subsidiaries (determined on a consolidated basis without duplication in accordance with GAAP) for the twelve-month period ending on the Determination Date for such Disposition (for which purpose, a Controlling Stock Disposition with respect to any such Subsidiary shall be deemed to be the disposition of Property of such Subsidiary that produced all of the revenues of such Subsidiary).

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(b) Notwithstanding anything in clauses (i)-(vii) of Section 8.07(a) hereof to the contrary:

(i) the Company will not, and will not permit any of its Subsidiaries or operating divisions (whether now owned or existing or hereafter acquired or designated) to, sell, lease, assign, transfer or otherwise dispose of (whether in one transaction or in a series of transactions) any of its Property (whether now owned or hereafter acquired) if such sale, assignment, lease or other disposition (whether in one transaction or in a series of transactions) shall have a Material Adverse Effect; and

(ii) no Wholly-Owned Subsidiary of the Company shall be a party to any merger or consolidation with, or shall sell, lease, assign, transfer or otherwise dispose of any substantial part of its Property to, any Subsidiary of the Company that is not a Wholly-Owned Subsidiary of the Company.

8.08 Liens. The Company shall not, and shall not permit any of its Subsidiaries to, create, assume or suffer to exist any Lien upon any of its property or assets, now owned or hereafter acquired, securing any Indebtedness or other obligation except: (i) Liens outstanding on the date hereof and listed in Schedule II hereto;

(ii) Liens for taxes or other governmental charges not yet delinquent; (iii) Liens in respect of Property acquired or constructed or improved by the Company or any such Subsidiary after the date hereof which Liens exist or are created at the time of acquisition or completion of construction or improvement of such Property or within six months thereafter to secure Indebtedness assumed or incurred to finance all or any part of the purchase price or cost of construction or improvement of such Property, but any such Lien shall cover only the Property so acquired or constructed and any improvements thereto (and any real property on which such Property is located); (iv) Liens on Property of any corporation that becomes a Subsidiary of the Company after the date of this Agreement, provided that such Liens are in existence at the time such corporation becomes a Subsidiary of the Company and were not created in anticipation thereof; (v) Liens on Property acquired after the date hereof, provided that such Liens were in existence at the time such Property was acquired and were not created in anticipation thereof; (vi) Liens imposed by law, such as mechanics, materialmen, landlords, warehousemen and carriers Liens, and other similar Liens, securing obligations incurred in the ordinary course of business which are not past due for more than thirty days or which are being contested in good faith by appropriate proceedings and for which appropriate reserves have been established; (vii) Liens under workmen's compensation, unemployment insurance, social security or similar legislation; (viii) Liens, deposits, or pledges to secure the performance of bids, tenders, contracts (other than contracts for the payment of money), leases, public or statutory obligations, surety, stay, appeal, indemnity, performance or other similar bonds, or other similar obligations arising in the ordinary course of business; (ix) judgment and other similar Liens arising in connection with court proceedings, provided the execution or other enforcement of such Liens is effectively stayed and the claims secured thereby are

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being actively contested in good faith and by appropriate proceedings; (x) easements, rights-of-way, restrictions and other similar encumbrances which, in the aggregate, do not materially interfere with the occupation, use and enjoyment by the Company or any such Subsidiary of the Property encumbered thereby in the normal course of its business or materially impair the value of the Property subject thereto; (xi) Liens securing obligations of any such Subsidiary to the Company or another Subsidiary of the Company; (xii) Liens securing obligations of the Company (in an aggregate amount not exceeding at any one time the greater of (a) \$175,000,000 and (b) an aggregate amount equal to 75% of the sum of (i) the book value of the accounts receivable of the Company and its Subsidiaries plus (ii) the unpaid amount of all accounts receivable that, but for the sale of such accounts receivable pursuant to the Receivable Sales Agreements, would have been reflected in accounts receivable on a consolidated balance sheet of the Company and its Subsidiaries) pursuant to Receivables Sale Agreements; and (xiii) other Liens securing Indebtedness in an aggregate amount, which together with outstanding obligations referred to in clause (xii) above, does not exceed 15% of Total Consolidated Assets.

8.09 Lines of Businesses. Neither the Company nor any of its Subsidiaries shall engage to any significant extent in any line or lines of business other than the lines of business in which they are engaged on the date hereof and any other line or lines of business directly related to the manufacture, distribution and/or sale of consumer or industrial products (collectively, "Permitted Activities"). Notwithstanding the foregoing, the Company and its Subsidiaries may engage in other lines of business as a result of the acquisition of any Person primarily engaged in Permitted Activities so long as the Company uses its best efforts to come into compliance with the first sentence of this Section 8.09 within a reasonable period of time after such acquisition.

8.10 Interest Coverage Ratio. The Company shall cause the Interest Coverage Ratio, for any fiscal quarter of the Company, to be greater than 3.0 to 1.

8.11 Total Indebtedness to Total Capital. The Company shall not permit the ratio of Total Indebtedness to Total Capital at any time to be greater than .50 to 1.

SECTION 9. EVENTS OF DEFAULT. If one or more of the following events (herein called "Events of Default") shall occur and be continuing:

(a) Any Borrower shall default in the payment when due of any principal of or interest on any Loan or any other amount payable by it hereunder; or

(b) The Company or any of its Subsidiaries shall default in the payment when due of any principal of or interest on any of its other Indebtedness aggregating \$10,000,000 or more; or any event specified in any note, agreement, indenture or other document evidencing or relating to any Indebtedness aggregating

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\$20,000,000 or more shall occur if the effect of such event is to cause, or (with the giving of any notice or the lapse of time or both) to permit the holder or holders of such Indebtedness (or a trustee or agent on behalf of such holder or holders) to cause, such Indebtedness to become due prior to its stated maturity or to permit termination of the commitment to lend pursuant to any such instrument or agreement; or

(c) Any representation, warranty or certification made or deemed made by the Company or any other Borrower herein or in any Designation Letter or by the Company or any other Borrower in any certificate furnished to any Bank or the Agent pursuant to the provisions hereof or thereof, shall prove to have been false or misleading as of the time made or furnished in any material respect; or

(d) The Company shall default in the performance of any of its obligations under Section 8.01(f) or 8.05 through 8.11 (inclusive) hereof; or the Company shall default in the performance of any of its other obligations in this Agreement and such default shall continue unremedied for a period of 30 days after notice thereof to the Company by the Agent or any Bank (through the Agent); or

(e) The Company or any of its Significant Subsidiaries shall admit in writing its inability to, or be generally unable to, pay its debts as such debts become due; or

(f) The Company or any of its Significant Subsidiaries shall (i) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property, (ii) make a general assignment for the benefit of its creditors, (iii) commence a voluntary case under the Bankruptcy Code (as now or hereafter in effect), (iv) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or readjustment of debts, (v) fail to controvert in a timely and appropriate manner, or acquiesce in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (vi) take any corporate action for the purpose of effecting any of the foregoing; or

(g) A proceeding or case shall be commenced against the Company or any of its Significant Subsidiaries without its application or consent, in any court of competent jurisdiction, seeking (i) its liquidation, reorganization, dissolution or winding-up, or the composition or readjustment of its debts, (ii) the appointment of a trustee, receiver, custodian, liquidator or the like of it or of all or any substantial part of its assets, or (iii) similar relief in respect of it under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment or decree approving or ordering any of the foregoing

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shall be entered and continue unstayed and in effect, for a period of 60 days; or an order for relief against it shall be entered in an involuntary case under the Bankruptcy Code; or

(h) A final judgment or judgments for the payment of money in excess of \$20,000,000 in the aggregate shall be rendered by a court or courts against the Company and/or any of its Subsidiaries and the same shall not be discharged (or provision shall not be made for such discharge), or a stay of execution thereof shall not be procured, within 30 days from the date of entry thereof and the Company or the relevant Subsidiary shall not, within said period of 30 days, or such longer period during which execution of the same shall have been stayed, appeal therefrom and cause the execution thereof to be stayed during such appeal; or

(i) An event or condition specified in Section 8.01(e) hereof shall occur or exist with respect to any Plan or Multi-employer Plan of the Company and, as a result of such event or condition, together with all other such events or conditions, the Company or any ERISA Affiliate shall incur or in the opinion of the Majority Banks shall be reasonably likely to incur a liability to a Plan, a Multiemployer Plan or PBGC (or any combination of the foregoing) which is, in the determination of the Majority Banks, material in relation to the consolidated financial position of the Company and its Subsidiaries (taken as a whole); or

(j) An event of default (under and as defined in the Indenture) shall occur and be continuing; or

(k) During any period of 25 consecutive calendar months (i) individuals who were directors of the Company on the first day of such period and (ii) other individuals whose election or nomination to the Board of Directors of the Company was approved by at least a majority of the individuals referred to in clause (i) above and (iii) other individuals whose election or nomination to the Board of Directors of the Company was approved by at least a majority of the individuals referred to in clauses (i) and (ii) above shall no longer constitute a majority of the Board of Directors of the Company;

THEREUPON: (i) in the case of an Event of Default other than one referred to in clause (f) or (g) of this Section 9 in respect of the Company or any Approved Borrower, (x) the Agent may and, upon request of the Majority Banks, shall, by notice to the Company, cancel the Commitments and (y) the Agent may and, upon request of Banks holding at least 66-2/3% of the aggregate unpaid principal amount of Loans then outstanding shall, by notice to the Company, declare the principal amount of and the accrued interest on the Loans, and all other amounts payable by the Company or any other Borrower hereunder

and under the Notes, to be forthwith due and payable, whereupon such amounts shall be immediately due and payable without presentment, demand, protest or other formalities of any kind, all of which are hereby expressly waived by the Company and each other Borrower; and

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(ii) in the case of the occurrence of an Event of Default referred to in clause (f) or (g) of this Section 9 in respect of the Company or any Approved Borrower, the Commitments shall be automatically cancelled and the principal amount then outstanding of, and the accrued interest on, the Loans and all other amounts payable by the Company or any other Borrower hereunder and under the Notes shall become automatically immediately due and payable without presentment, demand, protest or other formalities of any kind, all of which are hereby expressly waived by the Company and each other Borrower.

In addition, in the case of the occurrence of any event of the type referred to in clause (f) or (g) of this Section 9 in respect of any Approved Borrower that is not a Significant Subsidiary, the principal amount then outstanding of, and accrued interest on, the Loans and other amounts payable by such Approved Borrower hereunder and under its Notes shall automatically become immediately due and payable without presentment, demand, protest or other formalities of any kind, all of which are hereby expressly waived by such Approved Borrower and the Company.

SECTION 10. THE AGENT.

10.01 Appointment, Powers and Immunities. Each Bank hereby irrevocably (but subject to Section 10.08 hereof) appoints and authorizes the Agent to act as its agent hereunder with such powers as are specifically delegated to the Agent by the terms of this Agreement together with such other powers as are reasonably incidental thereto. The Agent (which term as used in this sentence and in Section 10.05 and the first sentence of Section 10.06 hereof shall include reference to its affiliates and its own and its affiliates' officers, directors, employees and agents): (a) shall have no duties or responsibilities except those expressly set forth in this Agreement and shall not by reason of this Agreement be a trustee for any Bank; (b) shall not be responsible to the Banks for any recitals, statements, representations or warranties contained in this Agreement or in any certificate or other document referred to or provided for in, or received by any of them under, this Agreement or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement, any Note or any other document referred to or provided for herein or for any failure by the Company or any other Person to perform any of its obligations hereunder or thereunder; (c) shall not be required to initiate or conduct any litigation or collection proceedings hereunder; and (d) shall not be responsible for any action taken or omitted to be taken by it hereunder or under any other document or instrument referred to or provided for herein or in connection herewith, except for its own gross negligence or willful misconduct. The Agent may employ agents and attorneys-in-fact and shall not be responsible for the negligence or misconduct of any such agents or attorneys-in-fact selected by it with reasonable care. The Agent may deem and treat the payee of any Syndicated Note as the holder thereof for all purposes hereof unless and until a written notice of the assignment or transfer thereof shall have been filed with the Agent, together with the written consent of the Company and the Agent, if required, to such assignment or transfer.

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10.02 Reliance by Agent. The Agent shall be entitled to rely upon any certification, notice or other communication (including any thereof by telephone, telex, telegram or cable) believed by it to be genuine and correct and to have been signed or sent by or on behalf of the proper Person or Persons, and upon advice and statements of legal counsel, independent accountants and other experts selected by the Agent. As to any matters not expressly provided for by this Agreement, the Agent shall in all cases be fully protected in acting, or in refraining from acting, hereunder in accordance with instructions signed by the Majority Banks, and such instructions of the Majority Banks and any action taken or failure to act pursuant thereto shall be binding on all the Banks.

10.03 Defaults. The Agent shall not be deemed to have knowledge of the occurrence of a Default unless the Agent has received notice from a Bank or the Company specifying such Default and stating that such notice is a "Notice of Default". In the event that the Agent receives such a notice of the occurrence of a Default, the Agent shall give prompt notice thereof to the Banks. The Agent shall (subject to Section 10.07 hereof) take such action with respect to such Default as shall be directed by the Majority Banks, provided 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 as it shall deem advisable in the best interest of the Banks.

10.04 Rights as a Bank. With respect to its Commitment and the Loans made by it, Chase (and any successor acting as Agent), in its capacity as a Bank hereunder shall have the same rights and powers hereunder as any other Bank and may exercise the same as though it were not acting as the Agent, and the term "Bank" or "Banks" shall, unless the context otherwise indicates, include the Agent in its individual capacity. Chase (and any successor acting as Agent) and its affiliates may (without having to account therefor to any Bank) accept deposits from, lend money to and generally engage in any kind of banking, trust or other business with the Company (and any of its affiliates) as if it were not acting as the Agent, and Chase and its affiliates may accept fees and other consideration from the Company for services in connection with this Agreement or otherwise without having to account for the same to the Banks.

10.05 Indemnification. The Banks agree to indemnify the Agent (to the extent not reimbursed under Section 12.03 hereof, but without limiting the obligations of the Company under said Section 12.03), ratably in accordance with their respective Commitments, for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind and nature whatsoever which may be imposed on, incurred by or asserted against the Agent in any way relating to or arising out of this Agreement or any other documents contemplated by or referred to herein or the transactions contemplated hereby (including, without limitation, the costs and expenses which the Company is obligated to pay under Section 12.03 hereof but excluding, unless a Default has occurred and is continuing, normal administrative costs and expenses incident to the performance of its agency duties

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hereunder) or the enforcement of any of the terms hereof, or of any such other documents, provided that no Bank shall be liable for any of the foregoing to the extent they arise from the gross negligence or willful misconduct of the party to be indemnified.

10.06 Non-Reliance on Agent and Other Banks. Each Bank agrees that it has, independently and without reliance on the Agent or any other Bank, and based on such documents and information as it has deemed appropriate, made its own credit analysis of the Company and its Subsidiaries and decision to enter into this Agreement and that it will, independently and without reliance upon the Agent or any other Bank, and based on such documents and information as it shall deem appropriate at the time, continue to make its own analysis and decisions in taking or not taking action under this Agreement. The Agent shall not be required to keep itself informed as to the performance or observance by any Obligor of this Agreement or any other document referred to or provided for herein or to inspect the properties or books of the Company or any Subsidiary of the Company. Except for notices, reports and other documents and information expressly required to be furnished to the Banks by the Agent hereunder, the Agent shall not have any duty or responsibility to provide any Bank with any credit or other information concerning the affairs, financial condition or business of the Company or any Subsidiary of the Company (or any of their affiliates) which may come into the possession of the Agent or any of its affiliates.

10.07 Failure to Act. Except for action expressly required of the Agent hereunder the Agent shall in all cases be fully justified in failing or refusing to act hereunder unless it shall be indemnified to its satisfaction by the Banks against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action.

10.08 Resignation or Removal of Agent. Subject to the appointment and acceptance of a successor Agent as provided below, the Agent may resign at any time by giving notice thereof to the Banks and the Company and the Agent may be removed at any time with or without cause by the Majority Banks. Upon any such resignation or removal, the Majority Banks shall have the right to appoint a successor Agent. If no successor Agent shall have been so appointed by the Majority Banks and shall have accepted such appointment within 30 days after the retiring Agent's giving of notice of resignation or the Majority Banks' removal of the retiring Agent, then the retiring Agent may, on behalf of the Banks, appoint a successor Agent, which shall be a bank which has an office in New York, New York with a combined capital and surplus of at least \$100,000,000. Upon the acceptance of any appointment as Agent hereunder by a successor Agent, such successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall be discharged from its duties and obligations hereunder. After any retiring Agent's resignation or removal hereunder as Agent, the provisions of this Section 10 shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was acting as the Agent.

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SECTION 11. GUARANTEE.

11.01 Guarantee. The Company hereby guarantees to each Bank and the Agent and their respective successors and assigns the prompt payment in full when due (whether at stated maturity, by acceleration, by optional prepayment or otherwise) of the principal of and interest on the Loans made by the Banks to, and the Notes held by each Bank of, any Approved Borrower and all other amounts from time to time owing to the Banks or the Agent by any Approved Borrower under this Agreement pursuant to its Designation Letter and under the Notes, in each case strictly in accordance with the terms thereof (such obligations being herein collectively called the "Guaranteed Obligations"). The Company hereby further agrees that if any Approved Borrower shall fail to pay in full when due (whether at stated

maturity, by acceleration, by optional prepayment or otherwise) any of the Guaranteed Obligations, the Company will promptly pay the same, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Guaranteed Obligations, the same will be promptly paid in full when due (whether at extended maturity, by acceleration or otherwise) in accordance with the terms of such extension or renewal.

11.02 Obligations Unconditional. The obligations of the Company hereunder are unconditional irrespective of (a) the value, genuineness, validity, regularity or enforceability of any of the Guaranteed Obligations, (b) any modification, amendment or variation in or addition to the terms of any of the Guaranteed Obligations or any covenants in respect thereof or any security therefor, (c) any extension of time for performance or waiver of performance of any covenant of any Approved Borrower or any failure or omission to enforce any right with regard to any of the Guaranteed Obligations, (d) any exchange, surrender, release of any other guaranty of or security for any of the Guaranteed Obligations, or (e) any other circumstance with regard to any of the Guaranteed Obligations which may or might in any manner constitute a legal or equitable discharge or defense of a surety or guarantor, it being the intent hereof that the obligations of the Company hereunder shall be absolute and unconditional under any and all circumstances.

The Company hereby expressly waives diligence, presentment, demand, protest, and all notices whatsoever with regard to any of the Guaranteed Obligations and any requirement that the Agent or any Bank exhaust any right, power or remedy or proceed against any Approved Borrower hereunder or under the Designation Letter of such Approved Borrower or any Note of such Approved Borrower or any other guarantor of or any security for any of the Guaranteed Obligations.

11.03 Reinstatement. The guarantee in this Section 11 shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of any Approved Borrower in respect of the Guaranteed Obligations is rescinded or must be otherwise restored by any holder(s) of any of the Guaranteed Obligations, whether as a result of any proceedings in bankruptcy or reorganization or otherwise.

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11.04 Subrogation. Until the termination of the Commitments and the payment in full of the principal of and interest on the Loans and all other amounts payable to the Agent or any Bank hereunder, the Company hereby irrevocably waives all rights of subrogation or contribution, whether arising by operation of law (including, without limitation, any such right arising under the Federal Bankruptcy Code) or otherwise, by reason of any payment by it pursuant to the provisions of this Section 11.

11.05 Remedies. The Company agrees that, as between the Company on the one hand and the Banks and the Agent on the other hand, the obligations of any Approved Borrower guaranteed under this Agreement may be declared to be forthwith due and payable, or may be deemed automatically to have been accelerated, as provided in Section 9 hereof, for purposes of Section 11.01 hereof notwithstanding any stay, injunction or other prohibition (whether in a bankruptcy proceeding affecting such Approved Borrower or otherwise) preventing such declaration as against such Approved Borrower and that, in the event of such declaration or automatic acceleration such obligations (whether or not due and payable by such Approved Borrower) shall forthwith become due and payable by the Company for purposes of said Section 11.01.

11.06 Continuing Guarantee. The guarantee in this Section 11 is a continuing guarantee and shall apply to all Guaranteed Obligations whenever arising.

SECTION 12. MISCELLANEOUS.

12.01 Waiver. No failure on the part of the Agent or any Bank to exercise and no delay in exercising, and no course of dealing with respect to, any right, power or privilege under this Agreement, any Designation Letter or any Note shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this Agreement, any Designation Letter or any Note preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The remedies provided herein and therein are cumulative and not exclusive of any remedies provided by law.

12.02 Notices. All notices and other communications provided for herein (including, without limitation, any modifications of, or requests, demands, waivers or consents under, this Agreement) shall be given or made by telex, telecopy, telegraph, cable or in writing and telexed, telecopied, telegraphed, cabled, mailed or delivered to the intended recipient at the "Address for Notices" specified below its name on the signature pages hereof; or, as to any party, at such other address as shall be designated by such party in a notice to each other party. Except as otherwise provided in this Agreement, all such communications shall be deemed to have been duly given when transmitted by telex or telecopier, delivered to the telegraph or cable office or personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as aforesaid. Each Approved Borrower hereby agrees that each notice or other communication provided for herein may be furnished to the

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Company or by the Company on its behalf in the manner specified above and each Approved Borrower further agrees that failure of the Company to deliver to such Approved Borrower any notice furnished in accordance with this Section 12.02 shall not affect the validity of such notice.

12.03 Expenses, Etc. The Company agrees to pay or reimburse each of the Banks and the Agent for paying: (a) the reasonable fees and expenses of Milbank, Tweed, Hadley & McCloy, special New York counsel to the Banks and the Agent, in connection with (i) the preparation, execution and delivery of this Agreement, the Designation Letters and the Notes, the making of the Loans hereunder and (ii) any amendment, modification or waiver (whether or not such amendment, modification or waiver shall become effective) of any of the terms of this Agreement or any of the Notes; (b) all reasonable costs and expenses of the Banks and the Agent (including reasonable counsels' fees) in connection with the enforcement of this Agreement, any Designation Letter or any of the Notes; and (c) all transfer, stamp, documentary or other similar taxes, assessments or charges levied by any governmental or revenue authority in respect of this Agreement, any Designation Letter, any of the Notes or any other document referred to herein.

The Company hereby agrees to indemnify the Agent and each Bank and their respective directors, officers, employees and agents from, and hold each of them harmless against, any and all losses, liabilities, claims, damages, costs, expenses, taxes or penalties incurred by any of them arising out of, by reason of or as a consequence of (i) any representation or warranty made or deemed to be made by any Approved Borrower in Part B of Section 7 hereof or in such Approved Borrower's Designation Letter proving to have been false or misleading as of the time made in any material respect or (ii) any

investigation or litigation or other proceedings (including any threatened investigation or litigation or other proceedings) relating to any actual or proposed use by the Company or any Subsidiary of the Company of the proceeds of any of the Loans, including, without limitation, the reasonable fees and disbursements of counsel incurred in connection with any such investigation or litigation or other proceedings (but excluding any such losses, liabilities, claims, damages, costs, expenses, taxes or penalties incurred by reason of the gross negligence or willful misconduct of the Person to be indemnified).

12.04 Amendments, Etc. Except as otherwise expressly provided in this Agreement, any provision of this Agreement may be amended or modified only by an instrument in writing signed by the Company, the Agent and the Majority Banks, or by the Company, and the Agent acting with the consent of the Majority Banks, and any provision of this Agreement may be waived by the Majority Banks or by the Agent acting with the consent of the Majority Banks; provided that no amendment, modification or waiver shall, unless by an instrument signed by all of the Banks or by the Agent acting with the consent of all of the Banks: (i) increase or extend the term, or extend the time or waive any requirement for the reduction or termination, of the Commitments, (ii) extend the date fixed for the payment of any

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principal of or interest on any Loan, (iii) reduce the amount of any principal of any Loan or the rate at which interest or any fee is payable hereunder, (iv) alter the terms of Section 11 hereof or release the Company from any of its obligations thereunder, (v) alter the terms of this Section 12.04, (vi) amend the definition of the term "Majority Banks" or modify in any other manner the number or percentage of the Banks required to make any determinations or waive any rights hereunder or to modify any provision hereof, (vii) amend the definition of the term "Agreed Alternative Currency" or (viii) waive any of the conditions precedent set forth in Section 6 hereof; and provided, further, that any amendment of Section 10 hereof, or which increases the obligations or alters the rights of the Agent hereunder, shall require the consent of the Agent.

12.05 Assignments and Participations.

(a) No Obligor may assign any of its rights or obligations hereunder or under the Notes without the prior consent of all of the Banks and the Agent.

(b) No Bank may assign all or any part of its Loans, its Notes or its Commitment without the prior consent of the Company and the Agent, which consents will not be unreasonably withheld; provided that, (i) without the consent of the Company or the Agent, any Bank may assign to any of its affiliates or to another Bank all or (subject to the further clauses below) any portion of its Commitment; (ii) any such partial assignment shall be not less than \$5,000,000 and in multiples of \$1,000,000 in excess thereof; and (iii) such assigning Bank shall also simultaneously assign the same proportion of each of its Syndicated Loans then outstanding (together with the same proportion of its Syndicated Note then outstanding). Upon written notice to the Company and the Agent of an assignment permitted by the preceding sentence (which notice shall identify the assignee, the amount of the assigning Bank's Commitment and Loans assigned in detail reasonably satisfactory to the Agent) and upon the effectiveness of any assignment consented to by the Company and the Agent, the assignee shall have, to the extent of such assignment (unless otherwise provided in such assignment with the consent of the Company and the Agent), the obligations, rights and benefits of a Bank hereunder holding the Commitment and Loans (or portions

thereof) assigned to it (in addition to the Commitment and Loans, if any, theretofore held by such assignee) and the assigning Bank shall, to the extent of any such Commitment assignment, be released from its Commitment (or portions thereof) so assigned. Upon the effectiveness of any assignment referred to in this Section 12.05(b), the assigning Bank or the assignee Bank shall pay to the Agent a transfer fee in an amount equal to \$3,000.

(c) A Bank may sell or agree to sell to one or more other Persons a participation in all or any part of its Commitment or its Loans, in which event each such participant shall be entitled to the rights and benefits of the provisions of Section 8.01(g) hereof with respect to its participation as if (and the Company shall be directly obligated to such participant under such

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provisions as if) such participant were a "Bank" for purposes of said Section, but shall not have any other rights or benefits under this Agreement or such Bank's Notes (the participant's rights against such Bank in respect of such participation to be those set forth in the agreement (the "Participation Agreement") executed by such Bank in favor of the participant). All amounts payable by the Company to any Bank under Section 5 hereof shall be determined as if such Bank had not sold or agreed to sell any participations and as if such Bank were funding all of its Loans in the same way that it is funding the portion of its Loans in which no participations have been sold. In no event shall a Bank that sells a participation be obligated to the participant under the Participation Agreement to take or refrain from taking any action hereunder or under such Bank's Notes except that such Bank may agree in the Participation Agreement that it will not, without the consent of the participant, agree to (i) the increase, or the extension of the term, or the extension of the time or waiver of any requirement for the reduction or termination, of such Bank's Commitment, (ii) the extension of any date fixed for the payment of principal or interest on any participated Loan or any portion of any fees payable to the participant, (iii) the reduction of any payment of principal of any participated Loan, (iv) the reduction of the rate at which either interest or (if the participant is entitled to any part thereof) fees are payable hereunder to a level below the rate at which the participant is entitled to receive interest or fees (as the case may be) in respect of such participation or (v) any modification, supplement or waiver hereof or of any of the other Basic Documents to the extent that the same, under the terms hereof or thereof, requires the consent of each Bank.

(d) In addition to the assignments and participations permitted under the foregoing provisions of this Section 12.05, a Bank may assign and pledge all or any portion of its Loans and its Notes to any Federal Reserve Bank as collateral security pursuant to Regulation A and any Operating Circular issued by such Federal Reserve Bank. No such assignment shall release the Bank from its obligations hereunder.

(e) A Bank may furnish any information concerning the Company or any of its Subsidiaries in the possession of such Bank from time to time to assignees and participants (including prospective assignees and participants).

12.06 Survival. The obligations of any Borrower under Sections 5.01, 5.05 and 5.06 hereof, the obligations of the Banks under Section 10.05 hereof and the obligations of the Company under Section 12.03 hereof shall survive the repayment of the Loans and the termination of the Commitments. In addition, each representation and warranty made, or deemed to be made, by a notice of borrowing of Loans

hereunder shall survive the making of such Loans, and no Bank shall be deemed to have waived, by reason of making any Loan, any Default or Event of Default which may arise by reason of such representation or warranty proving to have been false or misleading, notwithstanding that such Bank or the Agent may have had notice or knowledge or reason

CREDIT AGREEMENT

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to believe that such representation or warranty was false or misleading at the time such Loan was made.

12.07 Captions. Captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.

12.08 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be identical and all of which, when taken together, shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart.

12.09 Governing Law; Jurisdiction; Service of Process; Waiver of Jury Trial; Etc.

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, AND ANY ACTION OR PROCEEDING TO EXECUTE OR OTHERWISE ENFORCE ANY JUDGMENT OBTAINED IN CONNECTION THEREWITH, MAY BE INSTITUTED IN THE SUPREME COURT OF THE STATE OF NEW YORK, COUNTY OF NEW YORK OR IN THE U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND EACH OBLIGOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS GENERALLY (BUT NON-EXCLUSIVELY) TO THE JURISDICTION OF EACH SUCH COURT. THE COMPANY IRREVOCABLY CONSENTS TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES OF SUCH PROCESS TO THE COMPANY AT ITS ADDRESS SET FORTH UNDERNEATH ITS SIGNATURE HERETO. EACH APPROVED BORROWER HEREBY AGREES THAT SERVICE OF PROCESS IN ANY SUCH ACTION OR PROCEEDING BROUGHT IN NEW YORK MAY BE MADE UPON SUCH APPROVED BORROWER BY SERVICE UPON THE COMPANY AT THE "ADDRESS FOR NOTICES" SPECIFIED BELOW ITS NAME ON THE SIGNATURE PAGES HEREOF AND EACH APPROVED BORROWER HEREBY IRREVOCABLY APPOINTS THE COMPANY AS ITS AUTHORIZED AGENT ("PROCESS AGENT") TO ACCEPT, ON BEHALF OF ITS PROPERTY SUCH SERVICE OF PROCESS IN NEW YORK. EACH OBLIGOR AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. EACH OBLIGOR IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH OBLIGOR FURTHER AGREES THAT ANY SUCH ACTION OR PROCEEDING AGAINST THE AGENT AND/OR ANY OF THE BANKS SHALL BE BROUGHT ONLY IN THE SUPREME COURT OF THE STATE OF NEW YORK, COUNTY OF NEW YORK OR IN THE U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND THE AGENT AND THE BANKS HEREBY CONSENT TO THE JURISDICTION OF SUCH COURTS FOR SUCH PURPOSE.

(b) EACH OF THE OBLIGORS, THE AGENT AND THE BANKS HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

12.10 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

12.11 Judgment Currency. This is an international loan transaction in which the specification of Dollars or an Alternative Currency, as the case may be (the "Specified Currency"), any payment in New York City or the country of the Specified Currency, as the case may be (the "Specified Place"), is of the essence, and the Specified Currency shall be the currency of account in all events relating to Loans denominated in the Specified Currency. The payment obligations of the Obligor under this Agreement and the Notes shall not be discharged by an amount paid in another currency or in another place, whether pursuant to a judgment or otherwise, to the extent that the amount so paid on conversion to the Specified Currency and transfer to the Specified Place under normal banking procedures does not yield the amount of the Specified Currency at the Specified Place due hereunder. If for the purpose of obtaining judgment in any court it is necessary to convert a sum due hereunder in the Specified Currency into another currency (the "Second Currency"), the rate of exchange which shall be applied shall be that at which in accordance with normal banking procedures the Agent could purchase the Specified Currency with the Second Currency on the Business Day next preceding that on which such judgment is rendered. The obligation of each Obligor in respect of any such sum due from it to the Agent or any Bank hereunder (an "Entitled Person") shall, notwithstanding the rate of exchange actually applied in rendering such judgment, be discharged only to the extent that on the Business Day following receipt by such Entitled Person of any sum adjudged to be due hereunder or under the Notes in the Second Currency such Entitled Person may in accordance with normal banking procedures purchase and transfer to the Specified Place the Specified Currency with the amount of the Second Currency so adjudged to be due; and each Obligor hereby, as a separate obligation and notwithstanding any such judgment, agrees to indemnify such Entitled Person against, and to pay such Entitled Person on demand in the Specified Currency, any difference between the sum originally due to such Entitled Person in the Specified Currency and the amount of the Specified Currency so purchased and transferred.

12.12 Cancellation of Existing Credit Agreements. On the date of the execution and delivery of this Agreement, the commitments of the Banks party to the Existing Credit Agreements shall automatically terminate and all fees payable to such Banks accrued to such date under the Existing Credit Agreements shall be immediately due and payable. Upon the payment of such fees, all obligations of the Company and the Drawers under the Existing Credit Agreements shall terminate except for obligations that by the express terms of the Existing Credit Agreements are stated to survive the repayment of the loans and the termination of the commitments of the Banks thereunder. In connection with the foregoing, each of the Banks party to each Existing Credit Agreement (such Banks constituting, in the aggregate, the "Majority Banks" under and as defined in the respective Existing Credit Agreement) hereby agrees to waive the requirement that the Company provide notice of such termination under Section 2.05(b) of each such Existing Credit Agreement.

CREDIT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

NEWELL CO.

By _____

Name:

Title:

Address for Notices:

Newell Co.
29 East Stephenson Street
Freeport, Illinois 61032

Telecopy No.: 815-233-8060

Telephone No.: 815-233-8040

Attention: C.R. Davenport
Vice President --
Treasurer

CREDIT AGREEMENT

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THE AGENT

THE CHASE MANHATTAN BANK
(NATIONAL ASSOCIATION),
as Agent

By _____

Name:

Title: Vice President

Address for Notices:

The Chase Manhattan Bank
(National Association),
as Agent
New York Agency
4 Metrotech Center
13th Floor
Brooklyn, New York 11245

Telecopy No.: 718-242-6910

Telephone No.: 718-242-7979

Attention: New York Agency

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Commitment
\$58,666,666.67

THE BANKS

THE CHASE MANHATTAN BANK
(NATIONAL ASSOCIATION)

By _____
Name:
Title:

Lending Office for all Loans
to U.S. Borrowers:

The Chase Manhattan Bank
(National Association)
1 Chase Manhattan Plaza
New York, New York 10081

Address for Notices:

The Chase Manhattan Bank

(National Association)
1 Chase Manhattan Plaza
New York, New York 10081

Telecopy No.: (212) 552-1457

Telephone No.: (212) 552-1479

Attention: Bruce S. Borden
Vice President

CREDIT AGREEMENT

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Commitment
\$51,333,333.33

ROYAL BANK OF CANADA

By _____
Name:
Title:

Lending Office for all Loans
to U.S. Borrowers:

New York Branch
Royal Bank of Canada
Financial Square
New York, New York 10005-3531

Address for Notices:

New York Branch
Royal Bank of Canada
Financial Square
New York, New York 10005-3531

Attention: Manager, Loans
Administration

Telecopy No.: (212) 428-2372

Telephone No.: (212) 428-6311

with a copy to:

Royal Bank of Canada
One North Franklin Street
Suite 700
Chicago, Illinois 60606

Attention: Preston D. Jones, Senior
Manager

Telecopy No.: (312) 551-0805

Telephone No.: (312) 551-1618

CREDIT AGREEMENT

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Commitment
\$44,000,000

BANK OF AMERICA ILLINOIS

By _____
Name:
Title:

Lending Office for all Loans
to U.S. Borrowers:

Bank of America Illinois
231 South LaSalle Street
Chicago, Illinois 60697

Address for Notices:

Bank of America Illinois
231 South LaSalle Street
Chicago, Illinois 60697

Telecopy No.: (312) 987-5500

Telephone No.: (312) 828-6624

Attention: Kurt W. Anstaett
Managing Director

CREDIT AGREEMENT

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Commitment
\$44,000,000

CIBC INC.

By _____
Name:
Title:

Lending Office for all Loans
to U.S. Borrowers:

CIBC Inc.
Two Paces Ferry Road
Suite 1200
Atlanta, Georgia 30339

Address for Notices:

CIBC Inc.
Two Paces Ferry Road
Suite 1200
Atlanta, Georgia 30339

Telecopy No.: (404) 319-4950

Telephone No.: (404) 319-4856

Attention: Sherry Smith

CREDIT AGREEMENT

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Commitment
\$44,000,000

CREDIT LYONNAIS CAYMAN ISLAND
BRANCH

By _____
Name:
Title:

Lending Office for all Loans
to U.S. Borrowers:

Credit Lyonnais Cayman Island
Branch
1301 Avenue of the Americas
New York, New York 10019

Address for Notices:

Credit Lyonnais
c/o Credit Lyonnais Chicago
Branch
227 West Monroe
Chicago, Illinois 60606

Telecopy No.: (312) 641-0527

Telephone No.: (312) 220-7310

Attention: David Payne

CREDIT AGREEMENT

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Commitment
\$44,000,000

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK

By _____
Name:
Title:

Lending Office for all Loans
to U.S. Borrowers:

Morgan Guaranty Trust Company
of New York
60 Wall Street
New York, New York 10260-0060

Address for Notices:

Morgan Guaranty Trust Company
of New York
c/o J.P. Morgan Services
500 Stanton Christiana Road
P.O. Box 6070
Newark, Delaware 19713-2107

Telecopy No.: (302) 634-1094

Telephone No.: (302) 634-1800

Attention: MOF Desk

CREDIT AGREEMENT

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Commitment
\$44,000,000

NATIONSBANK, N.A. (CAROLINAS)

By _____
Name:
Title:

Lending Office for all Loans
to U.S. Borrowers:

NationsBank, N.A. (Carolinas)
233 South Wacker Drive
Suite 2800
Chicago, Illinois 60606

Address for Notices:

NationsBank, N.A. (Carolinas)
233 South Wacker Drive
Suite 2800
Chicago, Illinois 60606

Telecopy No.: (312) 234-5601

Telephone No.: (312) 234-5643

Attention: Carter E. Smith

CREDIT AGREEMENT

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Commitment
\$44,000,000

NBD BANK

By _____
Name:
Title:

Lending Office for all Loans
to U.S. Borrowers:

NBD Bank

611 Woodward Avenue
Detroit, Michigan 48226

Address for Notices:

NBD Bank
611 Woodward Avenue
Detroit, Michigan 48226

Telecopy No.: (313) 225-1671

Telephone No.: (313) 225-2762

Attention: Timothy M. Monahan

CREDIT AGREEMENT

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Commitment
\$44,000,000

THE NORTHERN TRUST COMPANY

By _____
Name:
Title:

Lending Office for all Loans
to U.S. Borrowers:

The Northern Trust Company
50 South LaSalle Street
Chicago, Illinois 60675

Address for Notices:

The Northern Trust Company
50 South LaSalle Street
Chicago, Illinois 60675

Telecopy No.: (312) 444-3508

Telephone No.: (312) 444-3460

Attention: Terese M. Hayes

CREDIT AGREEMENT

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Commitment
\$44,000,000

PNC BANK, NATIONAL ASSOCIATION

By _____
Name:
Title:

Lending Office for all Loans
to U.S. Borrowers:

PNC Bank, N.A.
One PNC Plaza
Fifth Avenue and Wood Street
Pittsburgh, Pennsylvania 15222

Address for Notices:

PNC Bank, N.A.
500 West Madison Street
Suite 3140
Chicago, Illinois 60661

Telecopy No.: (312) 906-3420

Telephone No.: (312) 906-3440

Attention: Richard T. Jander

CREDIT AGREEMENT

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Commitment
\$44,000,000

SANWA BANK

By _____

Name:

Title:

Lending Office for all Loans
to U.S. Borrowers:

Sanwa Bank
10 South Wacker Drive
Chicago, Illinois 60606

Address for Notices:

Sanwa Bank
10 South Wacker Drive
Chicago, Illinois 60606

Telecopy No.: (312) 346-6677

Telephone No.: (312) 368-3011

Attention: Richard Ault

CREDIT AGREEMENT

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Commitment
\$44,000,000

SOCIETE GENERALE

By _____
Name:
Title:

By _____
Name:
Title:

Lending Office for all Loans
to U.S. Borrowers:

Societe Generale
181 West Madison Street
Suite 3400
Chicago, Illinois 60602

Address for Notices:

Societe Generale
181 West Madison Street
Suite 3400
Chicago, Illinois 60602

Telecopy No.: (312) 578-5099

Telephone No.: (312) 578-5112

Attention: Donna Benson

<ARTICLE> 5
 <LEGEND> This schedule contains summary financial information
 extracted from the Newell Co. and Subsidiaries
 Consolidated Balance Sheets and Statements of Income
 and is qualified in its entirety by reference to such
 financial statements.
 <MULTIPLIER> 1,000

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<CGS>		821,645
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<EPS-DILUTED>		0.58

<FN>
 <F1> Allowances for doubtful accounts are reported as contra accounts to accounts receivable. The corporate reserve for bad debts is a percentage of trade receivables based on the bad debts experienced in one or more past years, general economic conditions, the age of the receivables and other factors that indicate the element of uncollectibility in the receivables outstanding at the end of the period.
 <F2> See notes to consolidated financial statements.