Subsidiary of Worldwide), or to any assignee of Parent's right to payments hereunder, pursuant to this Agreement to the extent that and for so long as such payment is prohibited under or is inconsistent with the terms of that certain Credit Agreement dated as of June 29, 1994 between Worldwide, the lenders that are or may become parties thereto (the "Banks"), and The Chase Manhattan Bank (as successor to The Chase Manhattan Bank (National Association)), as agent for the Banks (the "Agent") (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement").

5. Time and Form of Payment.

(a) Payments by Worldwide or Parent pursuant to Paragraph 2 hereof shall be made no later than the fifth day prior to the due date of the Group's consolidated Federal income tax return or any relevant combined state or local income tax return for the period for which such a payment is due. If the due date for any such return is extended, any amounts due at the time of filing a request for extension of time to file shall be paid on an estimated basis. No later than five (5) days prior to the extended due date for such return, Worldwide's payment shall be recalculated, and any difference between (i) the tax liability of the Worldwide

8

Group to be reflected on such return and (ii) all prior Estimated Tax Payments with respect to the such Taxable Period shall be paid by such fifth day to the party entitled thereto, with interest from the original due date at the relevant statutory rate.

(b) Each Subsidiary of Worldwide agrees to pay to Worldwide its share of each of the items of Worldwide Group's Federal Tax and Worldwide Group's State and Local Tax and of Estimated Tax Payments, each such share to be determined in accordance with the principles of Paragraph 1(c), 1(e), 3(a) and 3(b) hereof, no later than one (1) business day prior to the date upon which the relevant payment by Worldwide is required to be made under the terms hereof. Worldwide agrees to pay to each Subsidiary of Worldwide its share of any payment received by Worldwide from Parent pursuant to this Agreement, each such share to be determined in accordance with the principle of Paragraphs 1(c), 1(e), 3(a) and 3(b) hereof, as promptly as practicable following the receipt of any such payment and the determination of such share.

6. Adjustments.

(a) Redetermination of Tax Liability. In the event of any redetermination of the consolidated Federal income tax liability of the Group for any Taxable Period (or of the combined state or local income tax liability for any Taxable Period for which a combined state or local income tax return is filed) as a result of an audit by the Internal Revenue Service (or the relevant state or local taxing authorities), a claim for refund or otherwise, the Worldwide Group's Federal Tax (or the Worldwide Group's State and Local Tax) shall be recomputed for such Taxable Period and any prior and subsequent Taxable Periods to take into account such redetermination, and payments due pursuant to Paragraph 2 hereof shall be appropriately adjusted. Any payment by Worldwide to Parent or by Parent to Worldwide required by such adjustment shall be paid within seven (7) days after the date of a Final Determination with

9

respect to such redetermination or as soon as such adjustment can practicably be calculated, if later, together with interest for the period at