(a) For each Taxable Period, Worldwide shall pay to Parent, an amount equal to the excess, if any, of the Worldwide Group's Federal Tax for such Taxable Period over the aggregate amount of the Estimated Tax Payments actually made by Worldwide to Parent with respect to Federal income taxes for such Taxable Period If the aggregate amount of the Estimated Tax Payments actually made to Parent with respect to Federal income taxes for such Taxable Period exceeds the Worldwide Group's Federal Tax for such Taxable Period, Parent shall pay to Worldwide an amount equal to such excess

6

(b) For each Taxable Period with respect to which Worldwide or any of its Subsidiaries participates in the filing of any combined state or local income tax return with Parent or any Subsidiary of Parent (other than Worldwide or any Subsidiary of Worldwide), Worldwide shall pay to Parent an amount equal to the excess, if any, of the Worldwide Group's State and Local Tax for such Taxable Period over the aggregate amount of the Estimated Tax Payments actually made to Parent, with respect to such state or local income tax for such Taxable Period exceeds the Worldwide Group's State or Local Tax for such Taxable Period, Parent shall pay to Worldwide an amount equal to such excess

3 Estimated Tax Payments

(a) Worldwide shall pay to Parent no later than the tenth day of each of the fourth, sixth, ninth and twelfth months of such Taxable Period, the amount of estimated Federal income taxes that the Worldwide Group would have been required to pay on or before the fifteenth day of each such month if Worldwide were filing a consolidated Federal income tax return for such Taxable Period for an affiliated group or corporations of which Worldwide was the common parent and that consisted only of the members of the Worldwide Group Such estimated Federal income tax liability shall be determined consistent with the calculation of the Worldwide Group's Federal Tax and shall reflect the estimated taxable income of the Worldwide Group projected for three, six, nine and twelve months, respectively

(b) For every Taxable Period with respect to which one or more members of the Worldwide Group participates in the filing of a combined state or local income tax return with Parent or any Subsidiary of Parent (other than Worldwide or any member of the Worldwide Group), Worldwide shall pay to Parent no later than the fifth day prior to the date an estimated state or local income tax payment is due, the amount of estimated taxes that Worldwide or any such Subsidiary of Worldwide would have been required to pay if

7

Worldwide or any such Subsidiary of Worldwide had filed for such period either a separate return (in a case where only one member of the Worldwide Group joins in the filing of such combined return) or a combined return (in a case where more than one member of the Worldwide Group joins in the filing of such combined return). Such estimated state or local income tax liability shall be determined consistent with the calculation of the Worldwide Group's State and Local Tax

4 Restricted Payments.

Notwithstanding any other provisions of this Agreement, in no event shall any payment be made by Worldwide or any Subsidiary of Worldwide to Parent or any other member of the Group (other than Worldwide or any