

PAGE 476
001 903/002
CRU/FOCUS: PUTRPT
CREDIT SERVICES, MA B0 S32CRS

RUN DATE: 08/30/91

DIVISION: CONTROLLED LOAN
NBHE-BOSTON
PUT REPORT: OBLIGOR STATUS AS OF 4/30/91

OBLIGOR INFORMATION

OBLIGOR NAME: BAIN & CO IINC-DISS
OFFICER: J PATRICK ONEILL (CPO)
RISK RATING: 9
EXPOSURE: 40,643,236
OBLIGOR NUMBER: 1097-9565
COST CENTER: 61853

LOAN AND COMMITMENT INFORMATION

CMT #	CMT R/R	CHT AMOUNT	UNUSED AMOUNT	EXP DATE	OBLIG #	OBLIG R/R	MAT DATE	CUST PRIN	BANK PRIN	PARTI BALANCE
0		0	0		100214	9		13,000,000	13,000,000	0
					100230	9	08/31/90	14,285,500	14,285,500	0
					100248		02/26/91	0	-3,202,868	3,202,868
					100255		02/26/91	3,202,868	3,202,868	0

014 896

4609 17

PAGE 476

001 003/002
CML/FOCUS: PUTRPT
CREDIT SERVICES, MA 00 532CRS

DIVISION: CONTROLLED LOAN

MBNE-BOSTON

PUT REPORT: OBLIGOR STATUS AS OF 4/30/91

966

OBLIGOR INFORMATION

OBLIGOR NAME: BAIN & CO INC-DISS

OFFICER: J PATRICK ONEILL (CFO)

OBLIGOR NUMBER: 1097-9565

RISK RATING: 9

EXPOSURE: 40,685,236

COST CENTER: 61853

LOAN AND COMMITMENT INFORMATION

CMT #	CMT R/R	CMT AMOUNT	UNUSED AMOUNT	EXP DATE	OBLGN \$	OBLGN R/R	MAT DATE	CUST PRIN	BANK PRIN	PARTI BALANCE
0		0	0		100214	9		13,000,000	13,000,000	0
					20230	9	08/31/90	14,285,500	14,285,500	0
					00238		02/26/91	0	3,202,868	3,202,868
					100235		02/26/91	3,202,868	3,202,868	0

409 17

100-101-01
OCT 10 1977

0114297

4309 17

PAGE 477

001 003/002
CXL/FOCUS PUTRPT
CREDIT SERVICES, HA BO 532CRS

DIVISION: CONTROLLED LOAN

MBNE-BOSTON

PUT REPORT: OBLIGOR STATUS AS OF 4/30/91

RUN DATE: 08/30/91

[O B L I G O R I N F O R M A T I O N]

OBLIGOR NAME: BATH & CO INC-DISB

RISK RATING: 9

OFFICER: J PATRICK ONEILL (CP9)

EXPOSURE: 40,643,236

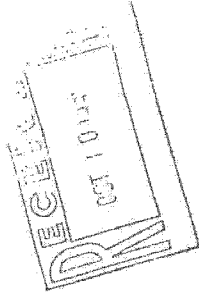
OBLIGOR NUMBER: 1097-9565

COST CENTER: 61853

[LOAN AND COMMITMENT INFORMATION]

CMT #	R/R	CMT AMOUNT	UNUSED AMOUNT	EXP DATE	OBLGN #	R/R	OBLGN	MAT DATE	CUST PRIN	BANK PRIN	PARTI BALANCE
18		0	0		100131	9		08/31/90	0	-13,000,000	13,000,000
					100156	9			0	-14,452,000	14,452,000
T O T A L S										-166,500	30,654,868

OFFICER COMMENTS: (INDICATE THE NATURE AND DATE OF ANY PERMITTED AND/OR NON-PERMITTED AMENDMENTS)



0114899

4800 17

4309 17

0114895

RECOLL Management Corporation
 STRATEGY AND STATUS REPORT
 As of Date: 9-30-91

Date Prepared: 10-4-91

(1) OBLIGOR DATA

Obligor Name: Bain & Co., Inc. Obligor No. 1097-9565 RECOLL Officer Christopher M. Sotir
 Officer Code: CNS
 Telephone: 573-2432

City and State: Boston, MA

Credit Type: Project Finance
 Communications
 C&I
 Asset Based
 Real Estate
 Land Hotel
 Single Family Retail
 Multi Family Industrial
 Office Other

Obligor Line of Business: Management Consulting SIC Code: 8742

RECOLL Legal Counsel: Robert Gargill, Esq. - Choate, Hall & Stewart 617-227-5020 Obligor Principals: Colin F. Anderson, President
William W. Bain, Jr.

(2) DETAILED OBLIGATION DATA (\$000's)

Obligation #	Legal Commitment Balance	Unfunded Balance Available	Legal Principal Balance	Total Charge-offs (Net of Recoveries)	Net Book Principal Balance	Interest and Fees Due Not Paid
100263	10,385	0	10,385	10,385	0	136
100289	14,281	0	14,281	10,115	3,820	187
100305	5,929	0	5,929	0	5,929	0
TOTALS		0	30,595	20,500	9,749	323

Obligation #	Legally Recoverable Expenses	Interest Rate	Days Past Due	Maturity Date	Loan Put Date
100263	0	5%	0	3-31-99	7-12-91
100289	0	5%	0	3-31-99	7-12-91
100305	0	0%	0	3-31-99	7-12-91
TOTAL	0				

(3) RELATED DEBT HELD BY RECOLL

Obligor Name	Obligor #	Obligation #	Legal Principal Balance	Total Legal Claim (P + I + E)
None				
OBLIGOR TOTALS				

Total Relationship Aggregate Legal Balance - 30,595

(4) PARTICIPATIONS

OBLIGATION NO. 100263

(b)(4)

BANK NAME

Commitment

RECOLL/FDIC

10,385

Net Book
Principal
Balance

NA
NA
NA
0

As of Date %
Share

28%

(b)(4)

(b)(4)

(b)(4)

TOTALS

NA

100%

Brief Description of Voting Rights:

Voting rights are complex and require different levels of consensus amongst the participants depending upon the issue at hand. In general, a 51% vote of the participants is required to modify or alter the agreement.

Does RECOLL have its own note? YES

Is there a Participation Agreement? YES

OBLIGATION NO. 100289

BANK NAME	Commitment	Net Book Principal Balance	As of Date % Share
(b)(4)	(b)(4)	NA	(b)(4)
RECOLL/FDIC	14,281	3,820	34%
TOTALS	(b)(4)	NA	100%

Brief Description of Voting Rights:

Voting rights are complex and require different levels of consensus amongst the participants depending upon the issue at hand. In general, a 51% vote of the participants is required to modify or alter the agreement.

Does RECOLL have its own note? YES Is there a Participation Agreement? YES

OBLIGATION NO. 100305

BANK NAME	AGENT	Commitment	Net Book Principal Balance	As of Date % Share
(b)(4)		(b)(4)	NA	(b)(4)
RECOLL/FDIC		5,929	5,929	33%
(b)(4)		(b)(4)	NA	(b)(4)
TOTALS		(b)(4)	NA	100%

Brief Description of Voting Rights:

Voting rights are complex and require different levels of consensus amongst the participants depending upon the issue at hand. In general, a 51% vote of the participants is required to modify or alter the agreement.

Does RECOLL have its own note? YES Is there a Participation Agreement? YES

(6) GUARANTOR ANALYSIS

<u>NAME</u>	<u>Statement Date</u>	<u>Relationship</u>	<u>Assets (List)</u>	<u>Liabilities (List)</u>	<u>Net Worth</u>	<u>Adjusted Value</u>
-------------	-----------------------	---------------------	----------------------	---------------------------	------------------	-----------------------

Various Bain & Co., Inc.
Subsidiaries

INCLUDED IN CONSOLIDATED STATEMENTS, NO INDIVIDUAL BREAK OUT IS CURRENTLY AVAILABLE.

TOTALS:

Substantiation for adjusted value:

Various Bain & Co., Inc. subsidiaries guaranty Bain & Co., Inc.'s Tranche A and Tranche B debt, a portion of which comprises RECOLL's notes #100263 and 100289. Those guaranties are secured by certain assets of the subsidiaries. They cannot be quantified for collateral support at this time. These assets are assumed to have nominal value.

Collectibility from the guarantor:

Date New Statement Requested:

(7) COLLATERAL ANALYSIS (In 000's)

Obligation #	Collateral Type	Lien Position	Value Basis	Gross Value	Discounted Value	Adjusted Value	Prior Lien Amount	Taxes Due	Total Legal Principal Balance	RECOLL Legal Principal Balance
263, 289	Accts. Rec.-Domestic	2	co. records	8,846	7,077	7,077	47,238	0	SEE	COLLATERAL
AND 305	Accts. Rec. Foreign	1	co. records	6,165	4,624	4,624	0	0	DESCRIPTION	BELOW
	Equipment	1	co. records	11,030	6,618	6,287	0	0	100,610	30,595

Cross-Collateralization among all obligations:

263, 289 & 305

Appraisals:

Collateral Type (from above) Appraiser Name Date Date New Appraisal Ordered

Not applicable.

Environmental audit (if applicable):

Firm name Date Date Ordered

Not applicable.

Collateral Description (include basis for discounted value):

RECOLL notes 263, 289 and 305 are secured by a 2nd lien on domestic A/R behind [redacted] in prior debt owed to [redacted]. This second lien on domestic A/R also secures all non-RECOLL Tranche A,B,C & D debt and the participating lenders have agreed to share proportionately in this (b)(4) collateral. The Tranche A,B,C & D debt totals [redacted] including [redacted] owed to [redacted] secured by a 1st lien on domestic A/R and the (b)(4) \$30,595M owed to RECOLL. No collateral support accrues to RECOLL because the [redacted] in prior debt exceeds the amount of domestic A/R.

RECOLL notes 263, 289 and 305 are secured by a 1st lien on foreign accounts receivable [as are the other Tranche A,B,C & D obligations of the Borrower]. RECOLL's prorata share of these A/R was approximately \$1.3MM as of 3/31/91 and \$1.8MM as of 7/31/91.

RECOLL notes 263, 289 and 305 are secured by a first lien on Bain's fixed assets. This security interest is shared prorata with the other Tranche A,B,C & D creditors. RECOLL's share totals approx. \$3.3MM based upon the fixed asset book value as reported by Bain & Co. at 3/31/91.

(b)(4)

(b)(4)

(b)(4)

(b)(4)

(8) STRATEGY/ACTION PLAN

1. Background: (to include type of business; original loan amount and purpose; definition of the business problem; definition of the collection problem)

Bain & Co., Inc., management consultants, began a relationship with BAE in December

After a break-even FY90, the company reported a

(b)(4)

(b)(4)

The restructure agreement created 4 categories (or Tranches) of debt labelled A,B,C & D. The Tranches vary in their repayment terms, but generally require interest payments only into 1993 [initially at below market, but at escalating rates over time] and then interest and principal payments thereafter. Tranche D debt does not require any interest payments [absent a default] and may be forgiven if certain performance targets are met by Bain. Principal reductions on RECOLL's debt begins in 1995 and maturities for the various Tranches of debt range between 1997 and 2001. RECOLL's notes #263, 289 and 305 reflect Tranche A,B, & D debt respectively. RECOLL has no Tranche C debt owed to it.

The subject restructure recognized RECOLL's substantially unsecured position prior to restructure, the absence of material unencumbered Bain assets with which to become secured and the resulting reality that RECOLL can be repaid its debt only thru Bain earnings over time, and then only if Bain is able to reverse its recent severe losses.

2. Strategy/How are we going to collect the loan?: Thru cash flow generated by Bain & Co., Inc. earnings during the term of the restructure (thru 2001).

Collection strategy incorporates: Cash Flow Refinancing Restructure Asset Liquidation
 Guarantor Sale of Company Other

Do the Following Apply: Litigation Yes No
Debt Forgiveness Yes No
Sale of Asset by RECOLL Yes No

3. Action Plan (must have target dates)

Monitor Bain & Co., Inc. compliance with June 10, 1991 restructure loan agreement. RECOLL has no alternate course of action absent a default by Bain. The account officer will follow for required payments and covenant compliance.

4. ECR Justification:

Estimated cash flows are consistent with the renegotiated loan terms as set forth in the June 10, 1991 restructure loan agreement. The ECR for obligation 313 shows no cash inflow because that debt is to be forgiven if Bain meets certain performance criteria. It does not bear interest absent a default.

5. Significant Events (events since the last report which have occurred towards realization of the action plan or which have altered the action plan and materially affected collection)

RECOLL has received its first two quarterly interest payments required by the June 10, 1991 restructure loan agreement (\$312K on 6/28/91 and \$316K on 10/2/91). No defaults currently exist in relation to these loans.

6. Current Status (State clearly the current stage of the collection process/action plan. Is the relationship adversarial or consensual?)

Next quarterly meeting of Bain & Co., Inc. with its creditors is scheduled for October 9, 1991. Bain is performing up to expectations.

Documentation:

Describe deficiencies None.

Describe specific defaults None.

Date of Letter

NOT APPLICABLE

Notification:

Default

Formal Demand

(b)(6)

(9) APPROVALS:

District Manager

Division Manager

Signature:

Printed Name: <u>CHRISTOPHER W. SMITH</u>	<u>KEITH A. GUNZ</u>	<u>DAVID J. SHERMAN</u>		
Phone number: <u>578-2432</u>	<u>573-2301</u>	<u>573-2457</u>		
Mail code: <u>MA B0538C10</u>	<u>MA B0538C10</u>	<u>MA B0538C10</u>		
Date: <u>10/10/91</u>	<u>10/10/91</u>	<u>10/10/91</u>		

RECOLL MANAGEMENT CORPORATION

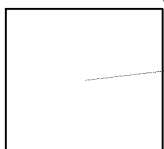
MEMORANDUM

TO: Karen Gerrish

FROM: Patrick O'Neill

RE: Bain & Company, Inc. (#1097-9565)

DATE: 11/21/91



(b)(6)

file (non file)

0114000

We recently closed on a restructure of the Bain relationship which involved setting up three new obligations under the above account number. However, when these obligations were set up, they inadvertently were rounded up to whole dollar amounts as follows:

<u>Obligation #</u>	<u>Amount</u>
100263	\$10,385,000.00
100289	\$14,341,000.00
100305	\$ 5,928,868.10

These obligations should be adjusted and set up as follows:

<u>Obligation #</u>	<u>Amount</u>
100263	\$10,383,836.00
100289	\$14,339,597.00
100305	\$ 5,931,434.00

These adjustments should be made retro-active as of 3/21/91 to adjust for dual loan payments and any miscellaneous receivables that may exist. Attached are copies of these loan advices for reference.

Thank you.

cc: Chris Sotir

0114000

RA3599699

05.05.91 07:26

617 572 3266

BAIN & CO. TREAS

002 001

RECOLL MANAGEMENT CORPORATION

P.O. BOX 6302
BOSTON, MA 02212-6302

LOAN ADVICE

OBLIGOR: BAIN & COMPANY INC

07-21

OBLIGOR NO: 1097-9565

BAIN & COMPANY INC
DISBURSEMENTS ACCT
ATTN BARBARA SEALE
2 COPLEY PL-FIN DEPT 4TH FL
BOSTON MA 02116

THE FOLLOWING NEW LOAN WAS MADE.

NOTE NO	TYPE	RATE	OFF CAS	LOAN AREA	CONTROLLED LOAN	AS OF DT	FACE AMOUNT	DISCOUNT	DAILY ACCRUAL	MAT DATE	NO OF D.
100243	STR I 5	5.0000				03-31-91	10,385,000.00	.00	1,442.34111111	03-31-99	
							NET AMOUNT				
							10,385,000.00				
								COMMENT			

10,383,836

YOUR NEW LOAN HAS BEEN PROCESSED. WE ARE PLEASED TO BE OF SERVICE TO YOU.

0114901

4:00 17

RA3599700

05-06 W1 07:28

0017 373 3286

BAIN & CO. INC.

0003 004

RECOLL MANAGEMENT CORPORATION

P.O. BOX 6302
BOSTON, MA 02212-6302

LOAN ADVICE

07-29-91

OBLIGOR: BAIN & COMPANY INC

OBLIGOR NO: 1097-9565

BAIN & COMPANY INC
DISBURSEMENTS ACCT
ATTN BARBARA SEALE
2 COPLEY PL-FIN DEPT 4TH FL
BOSTON MA 02116

THE FOLLOWING NEW LOAN WAS MADE.

NOTE NO	TYPE	RATE	OFF	LOAN AREA	
100289	STR I S	5.0000	CAS	CONTROLLED LOAN	
AS OF DT	FACE AMOUNT	DISCOUNT	DAILY ACCRUAL	MAT DATE	NO OF DAYS
03-31-91	14,341,000.00	.00	1,991.80555556	03-31-99	
NET AMOUNT	COMMENT				
NEW LOAN 14,341,000.00					

14,339,597

YOUR NEW LOAN HAS BEEN PROCESSED. WE ARE PLEASED TO BE OF SERVICE TO YOU.

4309 17

RA3599701

US 05 91 07:29

617 572 3266

BAIN & COMPANY

004.001

RECOLL MANAGEMENT CORPORATION

P.O. BOX 6302
BOSTON, MA 02212-6302

LOAN ADVICE

07-29-91

OBLIGOR: BAIN & COMPANY INC

OBLIGOR NO: 1097-9545

BAIN & COMPANY INC
DISBURSEMENTS ACCT
ATTN BARBARA SEALE
2 COPLEY PL-FIN DEPT 4TH FL
BOSTON MA 02116

THE FOLLOWING NEW LOAN WAS MADE.

NOTE NO	TYPE	RATE	OFF	LOAN AREA	
100305	STR 1.5	.0000	CAS	CONTROLLED LOAN	
AS OF DT	FACE AMOUNT	DISCOUNT	DAILY ACCRUAL	MAT DATE	NO OF DAYS
03-31-91	5,928,868.10	.00	.00000000	03-31-99	
NEW LOAN	NET AMOUNT	COMMENT			
	5,928,868.10				

5,931,434

YOUR NEW LOAN HAS BEEN PROCESSED. WE ARE PLEASED TO BE OF SERVICE TO YOU.

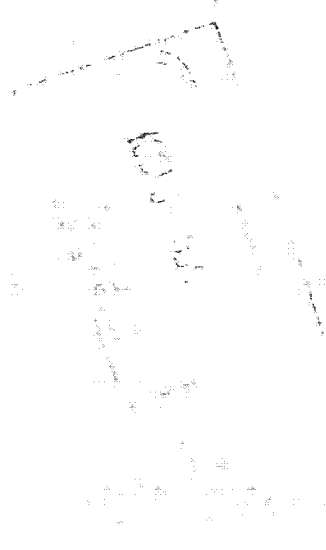
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RA3599702

RA3599703

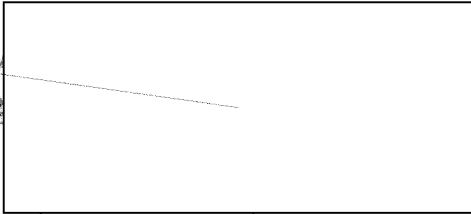
2009 17

0114904



F1
As

(b)(6) Pink Sheet



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

Bain & Company
January 13, 1992

CN Sotir, AVP

(b)(4) (b) day I spoke with [redacted] in regards to Bain's inclusion on the list of assets that may be repurchased by [redacted]. I wanted to make sure that she has received all the necessary paperwork in that regard, namely the "soft seven" tracking sheets. She will review her records and call me if she needs more information. Bain might not be attractive to Fleet given our substantially unsecured position and Bain's unbalanced financial condition, but recent operating results are promising and [redacted] may want to take a close look at this asset.

(b)(4)

RA5057533

BAIN & CO.
OBLIGOR #0553264300

Brian Shelton
6/17/92

(b)(6) [Redacted]

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

The account officer met with Colin Anderson and Gary Wilkerson of Bain & Co. The purpose of the meeting was to ascertain the current status of the borrower and to talk about the companies previous offer to the bank group in March, 1992. Specifically, the account officer wanted to find out if Bain still had the capacity to pay the bank group [Redacted] in cash as part of discounted buy out of the [Redacted] currently owed to the bank group. The reason this issue is important is that RECOLL has gotten the bank group reinterested in looking at ways to deleverage the balance sheet of Bain either through a 100% participated buyout of the debt at a discount or through some derivation which would contemplate paying out RECOLL's debt to improve the leveraged state of the balance sheet and leaving the other banks in the deal. The bank group will be meeting the last week of June to discuss the situation.

The Bain representatives agreed to run projections and feasibility analysis to explore both scenarios and also agreed to consider what Bain's position would be with regard to either scenario.

(b)(4) The Bain representatives went on to report that the company appears to be stabilizing its revenue running rate at approximately [Redacted] per month. The original running rate projected for successful compliance with the present debt structure was [Redacted] per month with a 5% annual increase each year thereafter until the year 2001. Based on this information it is clear that Bain will likely default on the required principal payments in 1993.

(b)(4)

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

[Redacted]

and RECOLL's difficult position (wholly unsecured), the account officer believes that furtherance of negotiations between the bank group and Bain to be critical if RECOLL is to recover anything more than nominal amounts of this debt.

Obligor Name Bain + Co.
Obligor # 0553264300
Obligation # _____
Section / Tab F-1
Officer / Ext 32050

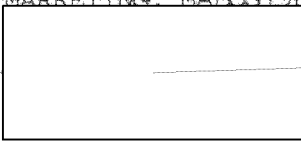
RA5057534

RECOLL MANAGEMENT CORPORATION

MEMORANDUM

TO: JIM PATRICK, COORDINATOR EASTER MASS. ASSET MARKETING. MABOS19RCL

FROM: JOSEPH F. CORFF, VICE PRESIDENT, MABOS40CLO



(b)(6)

DATE: JUNE 15, 1992

RE: PROPOSED SALE OF POOL ASSETS

(b)(4)

Hal Cohen:



Account handled by



(b)(4)

Karen Dumas:



Sell

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



Do not sell due to relationship with three other obligors on which an approved settlement is being closed.

(b)(4)

Bain & Co:

Do not sell since these are only partial charge offs as clearly reflected on the trial balance besides RECOLL can not sell these notes without the consent of the lender group.

Brian Shelton:



Do not sell since there is no legal recourse on this loan under settlement agreement.

(b)(4)

JFC/kbc
M-Patrick

Obligor Name: Bain + Co
Obligor #: 0553264300
Obligation #: _____
Section / Tab: E-1
Officer / Ext: 380560

BAIN & COMPANY, INC
0553264300

FILE COMMENT

05-13-92
K.E.DUMAS



On May 11, 1992, RECOLL received \$45,429.28 in deferred interest on Tranche A. This was for the time period 4/6/92 to 5/6/92. On 5/6/92 the interest rate was adjusted to 5.125% based on LIBOR rate of 4.125% plus 1.0% spread. This rate is in effect until 8/6/96.

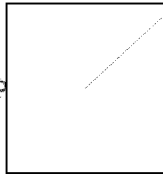
(b)(6)

Obligor Name Bain Company
Obligor # 0553264300
Obligation#
Section / Tab F-1
Officer / Ex* 320870

RA5057536

Memorandum

To: Keith A. Hunt, VP
From: Christopher N. Sotir, AVP
Re: Bain & Company, Inc.
Date: January 13, 1992



Obligor Na. Bain + Co
Obligor # 0553264300
Obligation # F-1
Section/Tab 3-2-86
Officer/Ext 3-2-86

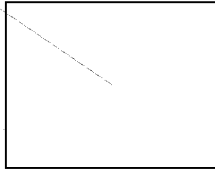
In follow up to my memorandum to you advising you that the FDIC as Receiver of NBNE is entitled to receive certain consulting services from Bain & Company pursuant to the Loan Agreement dated June 10, 1991, please make note of the following issues:

1. Paragraph (a) of section 3.11 sets forth the time periods during which Bain is required to provide services. The relevant time frames are Bain's fiscal years ended March 31, 1992, 1993 and 1994. As such we are presently 9+ months into the first such relevant 12 month period.
2. Paragraph (b) of section 3.11 sets forth the amount of services that Bain is required to provide during the relevant periods. It states that Bain is required to provide services in the amount of (b)(4) to the FDIC as Receiver of NBNE in each of the three applicable periods upon written request to Bain and the agent (b)(4)
3. Paragraph (b) also states that the FDIC as Receiver is required to pay Bain for all out-of-pocket expenses incurred in connection with the provision of such services and that Bain's obligation to provide such services is contingent upon their provision not materially impacting Bain's capacity to deliver services to other clients.
4. Paragraphs (c) and (d) of Section 3.11 state that the FDIC will be billed for all services rendered in accordance with Bain's customary billing practices and that, upon receipt of such payments by Bain, Bain will in turn pay to the FDIC all such cash received for application against Bain's Tranche D obligations. These Tranche D obligations are reflected on RECOLL's books as obligation #100305. We must look at these payment mechanics in the context of RECOLL's accounting for non-ISR expenses. Specifically, will payments made to Bain for services rendered be doubled when determining expenses incurred under RECOLL's contract with the FDIC?

Let's talk about how we can best take advantage of these consulting services at your earliest convenience.

Memorandum

To: Keith A. Hunt, VP
From: Christopher N. Sotir, AVP
Re: Bain & Company, Inc.
Date: January 13, 1992



Obligo. Name Bain + Co
Obligor # 055321430
Obligation # _____
Section/tab _____

Please be advised that the FDIC as Receiver of New Bank of New England, NA is entitled to receive certain consulting services from Bain & Company, Inc. as set forth in the attached copy of Section 3.11 of the Loan Agreement dated June 10, 1991.

expires or becomes obsolete or after the occurrence of any event requiring a change in the most recent form so delivered by it, and such amendments thereto or extensions or renewals thereof as may be reasonably requested by the Borrower or the Agent, certifying, in the case of Form 1001, that such Lender is entitled to receive payments under this Agreement, the Notes and the Tranche D Certificates without deduction or withholding of any United States federal income taxes or, in the case of Form 4224, that payments under this Agreement, the Tranche D Certificates and the Notes are effectively connected with the conduct of such Lender's trade or business in the United States, unless (i) such Lender determines that such form or amendment will impose on such Lender a material burden or cost or (ii) an event (including without limitation any change in treaty, law or regulation) has occurred prior to the date on which any such delivery would otherwise be required which renders all such forms inapplicable or which would prevent such Lender from duly completing and delivering any such form with respect to it and such Lender advises the Borrower and the Agent that it is not capable of receiving payments without any deduction or withholding of United States federal income tax.

SECTION 3.11. Bank Consulting Services. (a) In each of Fiscal 1992, Fiscal 1993 and Fiscal 1994, the Borrower shall provide, at the written request of any Bank delivered to the Borrower with a copy to the Agent, and subject to the terms and conditions set forth in this Section 3.11, consulting services and other services of any type customarily provided to customers of the Borrower (all such services provided at the request of any Bank being referred to as "Bank Consulting Services"). Bank Consulting Services requested by any Bank shall be provided to such Bank, a Bank Affiliate of such Bank designated in such Bank's request, or any other Person designated in such Bank's request which (i) is not and has not been a customer of the Borrower or any of its Subsidiaries on or prior to the date of such request and (ii) is not in active negotiations with the Borrower regarding the terms of an engagement on the date of such request (a "Services Designee"). All Bank Consulting Services shall be valued for all purposes of this Section 3.11 at an amount (the "Services Value") equal to the amount that the Borrower would charge an unaffiliated customer for such services at the Borrower's customary rates.

(b) Bank Consulting Services provided at the request of any Bank in any Fiscal Year shall not exceed (i) in the case of BONE, Bank Consulting Services having an aggregate Services Value of and (ii) in the case

(b)(4) of each other Bank, Bank Consulting Services having an aggregate Services Value equal to such Bank's ratable share of [] (determined by allocating [] among the other Banks in proportion to the sums of the outstanding principal amount of each such Bank's Loans and the unpaid amount of its Tranche D Obligation). Any Bank, Bank Affiliate or Services Designee to which Bank Consulting Services are provided shall pay, in advance or periodically as requested by the Borrower in accordance with its normal business practices, all out-of-pocket expenses of the Borrower incurred in connection with the provision of such services. The Borrower shall provide such Bank Consulting Services at the request of any Bank only to the extent that the provision of such services will not materially impair the ability of the Borrower to provide services to unaffiliated customers. (b)(4)

(c) The Borrower shall bill any Services Designee to which Bank Consulting Services are provided for the Services Value of such services in accordance with the Borrower's customary billing practices and shall, promptly following receipt of payment therefor, pay to the Bank which designated such Services Designee such Services Value to the extent actually received by the Borrower.

(d) The Borrower shall, as promptly as practicable after the end of each quarter of each Fiscal Year, deliver to the Agent and each Bank a statement of the chief financial officer of the Borrower setting forth in reasonable detail (i) the calculation of the Services Value of all Bank Consulting Services provided to each Bank, each Bank Affiliate and each Services Designee hereunder during such quarter and (ii) all payments made to any Bank under subsection (c) above during such quarter. The Services Value of all Bank Consulting Services provided at the request of any Bank shall be applied to reduce the Tranche D Obligations held by such Bank.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to each Lender and the Agent that:

SECTION 4.01. Corporate Existence and Power. The Borrower is a corporation duly incorporated, validly existing and in good standing under the laws of the State of New

(b)(6) Memorandum

To: Keith A. Hunt, VP
From: Christopher N. Sotir, AV
Re: Bain & Company, Inc.
Date: January 13, 1992



Attached is a copy of Pat O'Neill's January 13, 1992 memorandum to Steve Steinour regarding the Bain & Co. consulting services that we are entitled to pursuant to the Bain loan agreement dated June 10, 1991. Pat hand-delivered this memo to me this afternoon and we discussed again the fact that he has had several conversations with Steve on this issue and that it was at Steve's insistence that Bain's provision of these services be a deal-breaking condition precedent to our entering into the June 10 loan agreement with Bain.

Pat and I also discussed the possibility that the Bain note may be a good candidate for sale thru our bulk sales group. Please let me know your thoughts on this latter issue.

RECOLL MANAGEMENT CORPORATION

MEMORANDUM

TO: Stephen D. Steinour, Exec. V.P. [redacted]
 FROM: J. Patrick O'Neill, V.P. [redacted]
 RE: Bain & Company, Inc. Consulting Services
 DATE: January 13, 1991

(b)(6)

(b)(4)

(b)(4)

(b)(4)

(b)(4)

(b)(4)

Just to remind you, as part of the Bain & Company Inc. restructure, we are entitled under Section 3.11 of the Loan Agreement (copy attached) to Bank Consulting Services from Bain & Company. These services total [redacted] or [redacted] each year during Bain's fiscal years ended 3/31/92; 3/31/93 and 3/31/94. The [redacted] service expires if not utilized during that specific fiscal year. There is no carry over provision. As written, these services can be provided to us, an affiliate, or any other person designated which is not, or has not been a customer of Bain, or is not in active engagement negotiations with Bain.

(b)(4)

Again, this [redacted] in services expires on 3/31/92. Some possible areas where these services could be utilized are:

- o Recoll's Management Information/Systems Area,
- o Due Diligence Review,
- o Reviewing outside contracts or conducting due diligence at other failed banks,
- o Asset Marketing Area, or
- o Management Consulting needs of [redacted]

Please let me know your thoughts, and I'd be happy to discuss this further with you.

cc: Kim Meader
 Rick McKinnerney
 Chris Sotir

RA5057542

expires or becomes obsolete or after the occurrence of any event requiring a change in the most recent form so delivered by it, and such amendments thereto or extensions or renewals thereof as may be reasonably requested by the Borrower or the Agent, certifying, in the case of Form 1001, that such Lender is entitled to receive payments under this Agreement, the Notes and the Tranche D Certificates without deduction or withholding of any United States federal income taxes or, in the case of Form 4224, that payments under this Agreement, the Tranche D Certificates and the Notes are effectively connected with the conduct of such Lender's trade or business in the United States, unless (i) such Lender determines that such form or amendment will impose on such Lender a material burden or cost or (ii) an event (including without limitation any change in treaty, law or regulation) has occurred prior to the date on which any such delivery would otherwise be required which renders all such forms inapplicable or which would prevent such Lender from duly completing and delivering any such form with respect to it and such Lender advises the Borrower and the Agent that it is not capable of receiving payments without any deduction or withholding of United States federal income tax.

✓ SECTION 3.11. Bank Consulting Services. (a) In each of Fiscal 1992, Fiscal 1993 and Fiscal 1994, the Borrower shall provide, at the written request of any Bank delivered to the Borrower with a copy to the Agent, and subject to the terms and conditions set forth in this Section 3.11, consulting services and other services of any type customarily provided to customers of the Borrower (all such services provided at the request of any Bank being referred to as "Bank Consulting Services"). Bank Consulting Services requested by any Bank shall be provided to such Bank, a Bank Affiliate of such Bank designated in such Bank's request, or any other Person designated in such Bank's request which (i) is not and has not been a customer of the Borrower or any of its Subsidiaries on or prior to the date of such request and (ii) is not in active negotiations with the Borrower regarding the terms of an engagement on the date of such request (a "Services Designee"). All Bank Consulting Services shall be valued for all purposes of this Section 3.11 at an amount (the "Services Value") equal to the amount that the Borrower would charge an unaffiliated customer for such services at the Borrower's customary rates.

(b) Bank Consulting Services provided at the request of any Bank in any Fiscal Year shall not exceed (i) in the case of BONE, Bank Consulting Services having an aggregate Services Value of and (ii) in the case

(b)(4)

(b)(4)

(b)(4) of each other Bank, Bank Consulting Services having an aggregate Services Value equal to such Bank's ratable share of [redacted] (determined by allocating [redacted] among the other Banks in proportion to the sums of the outstanding principal amount of each such Bank's Loans and the unpaid amount of its Tranche D Obligation). Any Bank, Bank Affiliate or Services Designee to which Bank Consulting Services are provided shall pay, in advance or periodically as requested by the Borrower in accordance with its normal business practices, all out-of-pocket expenses of the Borrower incurred in connection with the provision of such services. The Borrower shall provide such Bank Consulting Services at the request of any Bank only to the extent that the provision of such services will not materially impair the ability of the Borrower to provide services to unaffiliated customers.

(c) The Borrower shall bill any Services Designee to which Bank Consulting Services are provided for the Services Value of such services in accordance with the Borrower's customary billing practices and shall, promptly following receipt of payment therefor, pay to the Bank which designated such Services Designee such Services Value to the extent actually received by the Borrower.

(d) The Borrower shall, as promptly as practicable after the end of each quarter of each Fiscal Year, deliver to the Agent and each Bank a statement of the chief financial officer of the Borrower setting forth in reasonable detail (i) the calculation of the Services Value of all Bank Consulting Services provided to each Bank, each Bank Affiliate and each Services Designee hereunder during such quarter and (ii) all payments made to any Bank under subsection (c) above during such quarter. The Services Value of all Bank Consulting Services provided at the request of any Bank shall be applied to reduce the Tranche D Obligations held by such Bank.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to each Lender and the Agent that:

SECTION 4.01. Corporate Existence and Power. The Borrower is a corporation duly incorporated, validly existing and in good standing under the laws of the State of New

0553264300

M E M O R A N D U M

TO: Karen Dumas
FROM: David C. Aisenberg
DATE: March 10, 1992
RE: Bain and Company -- Obligor No. 1097-9565 -- Status

The status of the above-referenced matter is that I have reviewed the Settlement Agreement and you and I have discussed various issues in connection with monitoring payments and reacting to proposed amendments to the Settlement Agreement. One of the provisions of the Settlement Agreement provides that Bain will provide services in the amount of [redacted] dollars for the years ending March, 1992, March, 1993 and March, 1994. I will draft a memo outlining those provisions and explaining who was entitled to receive the appropriate services. In addition, if any amendments are drafted during the next month, I will review those and provide my comments to you. Please keep me advised of any other legal issues which arise.

(b)(4)

(b)(6)

[redacted]

DCA

cc: Andrew R. Grainger
statusmemo.7

Obligor Name Bain + Company
Obligor # 0553264300
Obligation # _____
Section/Tab F-1
Officer/Ext Karen Dumas

F1

BAIN & COMPANY INC.
0553264300

(b)(6) FILE COMMENT
K.E. DUMAS
B.SHELTON
03-16-92

Today the writers attended a bank meeting at the law office of Davis Polk & Wardwell in New York regarding the above borrower. The meeting was called to discuss the proposal which Bain presented to its lenders party to the restructure agreement dated June 14, 1991. The proposal was as follows:

For Bain to acquire 100% of all the outstanding debt, comprising tranches A,B,C, and D and any accrued interest thereon, held by its lenders [REDACTED] and [REDACTED] Bain would pay [REDACTED] in cash at closing and provide a [REDACTED] unsecured note to the lenders. This note would be retired in two equal annual installments in March 31, 1993 and March 31, 1994 and pay quarterly 8% interest on the outstanding balance.

The [REDACTED] million cash payment is excess cash which the company has projected to have available at its fiscal year end, the majority of which would be available for the bonus pool to its officers at a vice president level and above. According to Mitt Romney of Bain, a majority of senior officers have stated that they would consider foregoing all or a portion of their bonuses to eliminate or substantially reduce the company's debt.

The lender's at the meeting discussed the fact that Bain's operating performance has deteriorated and it is questionable whether they will be able to meet revenue covenants in the near future. Bain fell short of its revenue targets during the second half of fiscal 1992.

Revenues are expected to reach [REDACTED] versus a budget of [REDACTED]

[REDACTED] a 12-month trailing basis. Based on the last three months of revenues, November thru January, the annualized running rate is [REDACTED] revenues. If the company continues at this rate, they will not be in compliance with the minimum revenue covenant requiring that on the last day of each month ending after March 31, 1992 and on or prior to March 31, 1993, revenues for the twelve months then ended shall not be less than [REDACTED]

In order for Bain to be in compliance of this covenant as of 3/31/92, revenues for February and March need to total approximately [REDACTED]

[REDACTED] and [REDACTED] suggested that it would be in the best interest of all lenders involved that Bain's proposal be considered to prevent the cash from leaving the company, however the residual note amount should be negotiated. The lender's from [REDACTED] and [REDACTED] stated that they felt that the first \$7MM of the cash paydown should be paid to them first as they hold the 1st lien on the domestic receivables which as of 1/31/92 totalled approximately [REDACTED] with the remainder of the paydown being allocated pro rata based on the debt existing in Tranche A, B & C.

RA5057531

(b)(4)

The proposal presented by [redacted] and [redacted] has several deficiencies which will need to be negotiated, if indeed the proposal's the final course of action RECOLL deems

most prudent to pursue when considering the various alternatives. The first problem is the presumption that the Bain A/R's are worth the face amount of \$7MM. It is clear that the collateral is not worth the face amount in that approximately \$2MM of the A/R's are over 60 days aged and the payees under the invoices would certainly claim offsets for discontinuation of services and various other offsets in the event Bain was liquidated. Therefore, it would seem that RECOLL should not consent to any credit to

[redacted] or [redacted] before a pro rata distribution is completed, but should allow [redacted] and [redacted] to maintain their 1st lien position securing their proportionate share of the new residual note.

The second major deficiency of the proposal is the concept of paying proportionate shares of the [redacted] based on the total outstandings of Tranche A, B, & C, while excluding Tranche D. It is clear that this basis for distribution is not to RECOLL's advantage in that RECOLL has the largest interest in Tranche D.

The meeting adjourned with [redacted] Agent, agreeing to contact Bain and request additional financial information including annual projections. Another bank meeting has been scheduled for Tuesday, March 24, 1992 at 10:30 a.m., at which time the lenders will discuss their own ideas for a settlement agreement.

RA5057532

Obligor Name Bain + Comp
Obligor # 055-3264300
Obligation # All
Section/Tab F-1
Officer/Ext 32663

BAIN AND COMPANY

BRS/56229
3/26/92

The writer and Karen Dumas met with representatives of Bain's Management Committee and the bank group on 3/25/92. The purpose of the meeting was to ascertain the status of the company and to discuss the company's proposal to pay the bank group [redacted] in cash and then [redacted] over two years to satisfy the collective senior debt of [redacted].

(b)(4)

(b)(4)

[Large redacted block]

It became clear that [redacted] has absolutely reversed their position from the previous week and that [redacted] has no intention of agreeing to any debt forgiveness at this time. [redacted] position is consistent with that of [redacted]. [redacted] restated their willingness to accept the [redacted] payout and some amount of term debt in return for a substantial debt forgiveness.

(b)(4)

(b)(4)

(b)(4)

The other major issue requiring resolution if the banks are going to come to terms on some variation of the company's proposal is the issue of what will happen to [redacted] and [redacted] security interest in the accounts receivable. The company is seeking that the banks release the security interest in the A/R's so the company can obtain financing for working capital. [redacted] and [redacted] are taking the position that they will release their security interest only if they are paid first money for 100% of the domestic A/R's. [redacted] and RECOLL have stated that that position is ridiculous in that [redacted] and [redacted] would do well to get 10% on the dollar if Bain goes out of business.

(b)(4)

(b)(4)

(b)(4)

RA3599673

The banks left the meeting agreeing to talk on March 30 to determine if there is any common ground with which the bank group could formulate a counter proposal to the company.

The account officer has researched RECOLL's options and it appears that the only two options are to continue with the existing debt structure or try to facilitate some variation of the company's proposal. RECOLL cannot sell its note to any party other than a bank or other institution, hence RECOLL cannot negotiate a note sale to Bain or any other non-bank third party without the bank group's consent. The writer did suggest once again to the bank group that RECOLL would consider a discounted sale of its note if the other banks did not choose to entertain the company's proposal, but [redacted] and [redacted] reiterated that they would not consent to such a sale.

BRS/el
ps-bc

RA3599674

B. & COMPANY, INC.
#0553264300

(b)(6)

FILE COMMENT
K.E.DUMAS
03-30-92

Today we received a wire for \$312,476.92 for Bain & Company's quarterly interest payment due 3/31/92. The proceeds were applied as follows:

Obligation #182 : \$129,753.38 (Interest)
Obligation #190 : 182,723.54 (Interest)

Obligor Name Bain & Co
Obligor # 0553264300
Obligation # _____
Section/Tab 21
Officer/Ext. ERICKSON/BOTH

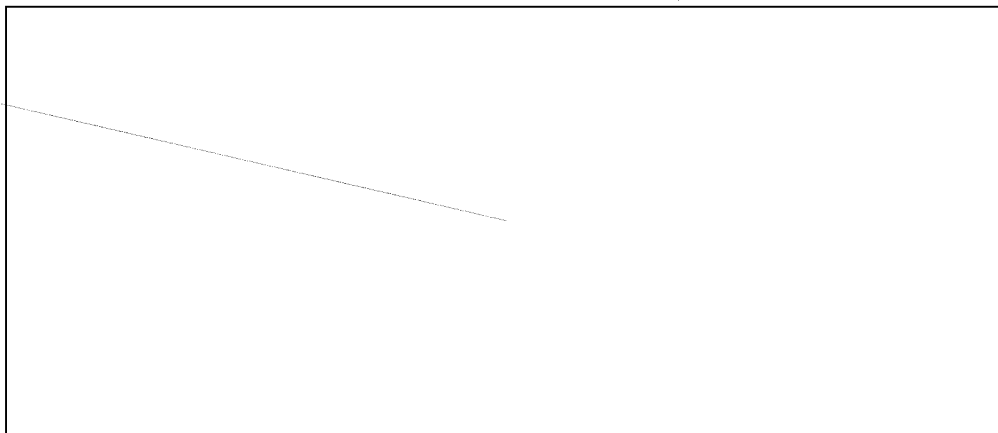
Obligor Name Bain + Comp
Obligor # 055 3264300
Obligation # All
Section/Tab F-1
Officer/Ext 22663

BAIN AND COMPANY

BRS/56229
3/26/92

The writer and Karen Dumas met with representatives of Bain's Management Committee and the bank group on 3/25/92. The purpose of the meeting was to ascertain the status of the company and to discuss the company's proposal to pay the bank group [redacted] in cash and then [redacted] over two years to satisfy the collective senior debt of [redacted]

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



It became clear that [redacted] has absolutely reversed their position from the previous week and that [redacted] has no intention of agreeing to any debt forgiveness at this time. Chase's position is consistent with that of [redacted]

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

[redacted] restated their willingness to accept the [redacted] payout and some amount of term debt in return for a substantial debt forgiveness.

The other major issue requiring resolution if the banks are going to come to terms on some variation of the company's proposal is the issue of what will happen to the [redacted] and [redacted] security interest in the accounts receivable. The company is seeking that the banks release the security interest in the A/R's so the company can obtain financing for working capital. [redacted] and [redacted] are taking the position that they will release their security interest only if they are paid first money for 100% of the domestic A/R's. [redacted] and RECOLL have stated that that position is ridiculous in that [redacted] and [redacted] would do well to get 10% on the dollar if Bain goes out of business.

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

RA5057555

The banks left the meeting agreeing to talk on March 30 to determine if there is any common ground with which the bank group could formulate a counter proposal to the company.

The account officer has researched RECOLL's options and it appears that the only two options are to continue with the existing debt structure or try to facilitate some variation of the company's proposal. RECOLL cannot sell its note to any party other than a bank or other institution, hence RECOLL cannot negotiate a note sale to Bain or any other non-bank third party without the bank group's consent. The writer did suggest once again to the bank group that RECOLL would consider a discounted sale of its note if the other banks did not choose to entertain the company's proposal, but [redacted] and [redacted] reiterated that they would not consent to such a sale.

(b)(4)

BRS/el
ps-bc

RA5057556

BAIN & COMPANY, INC.
#0553264300

(b)(6)

FILE COMMENT
K.E.DUMAS
03-30-92

Today we received a wire for \$312,476.92 for Bain & Company's quarterly interest payment due 3/31/92. The proceeds were applied as follows:

Obligation #182 : \$129,753.38 (Interest)
Obligation #190 : 182,723.54 (Interest)

Obligor Name Bain + Company
Obligor # [redacted] (b)(4)
Obligation # 11/4 (b)(4)
Section/Tab Full sheet
Officer/Ext PIAK sheet

BAIN & CO., INC.
0553264300

Obligor Name Bain Co
Obligor # 0553264300
Obligation # 1
Section/Tab 32663
Officer/Ext 32663

FILE COMMENT

(b)(6) 04-13-92
K.E.DUMAS
B.SHELTON

Through a phone conversation with Colin Anderson, Treasurer, it was determined that Bain & Co. had no interest in further pursuing a proposal which was presented to them from [redacted] and as the bank group did not accept the proposal dated April 3, 1992 from Bain, Bain's senior management has decided to go forth with the distribution of bonuses to management. They have decided to allocate [redacted] for bonuses to be disbursed as follows:

- (b)(4) [redacted] to be disbursed immediately
- (b)(4) [redacted] to be disbursed over the next 3 quarters
- (b)(4) [redacted] be disbursed 3/31/93

Brian Shelton discussed with Mr. Anderson the possibility of Bain purchasing RECOLL's notes at a discount and he did show some interest in this. As a result, Mr. Shelton will attempt to contact the bank group members to discuss their agreeing to allow RECOLL to sell its notes to Bain at a discount.

RA5057553

Page 43
Obligor Name Bain + Company
Obligor # 3264300
Obligation # _____
Section / Tab F-1
Officer / Ext 3266-3

1-53264300

cc: Criff
Shelton
file

MEMORANDUM

TO: Karen Dumas
FROM: David C. Aisenberg
DATE: April 7, 1992
RE: Bain and Company -- Obligor No. 1097-9565 -- Status

The status of the above-referenced matter has changed since my last report dated March 10, 1992. Brian Shelton has now become involved and you and he have been working with Choate, Hall (cleared by Don Williams) to negotiate a sale of this obligation.

Meanwhile, an analysis still needs to be done of the provision in the Settlement Agreement which authorizes Bain to perform "Bank Consulting Services" in the amount of [redacted] (b)(4) dollars for the years ending March, 1992, March, 1993 and March, 1994. This analysis should outline those provisions and address who was entitled to receive the appropriate services. I understand that, prior to my involvement, a business decision was made to forego the benefit of these services for the period ending March, 1992. Please let me know whether to go forward with this analysis.

In addition, please keep me advised of any other legal issues which arise and which are not being handled by Choate, Hall.

(b)(6) [redacted]
DCA

cc: Andrew R. Grainger
statusmemo.7

RA5057554

Obligor Name 352643 Page 44
Obligor #
Obligation #
Section/Tab F-1
Officer/Ext 3264-3

1-53264300

cc: Copy
Shelton
file

M E M O R A N D U M

TO: Karen Dumas
FROM: David C. Aisenberg
DATE: April 7, 1992
RE: Bain and Company -- Obligor No. 1097-9565 -- Status

The status of the above-referenced matter has changed since my last report dated March 10, 1992. Brian Shelton has now become involved and you and he have been working with Choate, Hall (cleared by Don Williams) to negotiate a sale of this obligation.

Meanwhile, an analysis still needs to be done of the provision in the Settlement Agreement which authorizes Bain to perform "Bank Consulting Services" in the amount of (b)(4) dollars for the years ending March, 1992, March, 1993 and March, 1994. This analysis should outline those provisions and address who was entitled to receive the appropriate services. I understand that, prior to my involvement, a business decision was made to forego the benefit of these services for the period ending March, 1992. Please let me know whether to go forward with this analysis.

In addition, please keep me advised of any other legal issues which arise and which are not being handled by Choate, Hall.

(b)(6)

DCA

cc: Andrew R. Grainger
statusmemo.7

RA3599672

BAIN & COMPANY
0553264300

FILE COMMENT

(b)(6) 04-07-92

K.E.DUMAS/
B.R.SHELTON

The writers met with the bank group via conference call today to discuss the restructure proposal which Bain & Company had submitted to the bank group on April 3, 1992. The proposal included the following:

(b)(4)

- 1. Cash payment of [redacted]
- 2. Senior term note of [redacted] interest priced at Libor + 2.5% payable monthly, amortized over 5 years with annual payments of [redacted] commencing 3/31/93;
- 3. Revenue performance note of [redacted] non-interest bearing, with final maturity of 3/31/2001 and any balance remaining after the 3/31/2001 payment would be cancelled. Annual payments to be calculated as 10% of Revenue in excess of budget. This would be calculated on a cumulative basis (cumulative actual revenue vs. cumulative plan revenue). If the annual payment in any year exceeds the annual maximum, [redacted] from FY93 to FY98 and [redacted] thereafter, the excess would be deferred to the next year with interest at Libor + 2.5%.

(b)(4)

Obligor Name Bain + Comp
Obligor # 155 3264300
Obligation # _____
Section/Tab E-1
Officer/Ext 32643

This was a significant increase from Bain's initial offer made on March 10, 1992 which consisted primarily of a cash payment of [redacted] and [redacted] over two years to satisfy in full all outstanding debt to the bank group. The forma proposal was turned down by the bank group at a meeting held on 3/25/92 as [redacted] made it clear at that meeting that they had no intention of agreeing to any debt forgiveness at that time.

(b)(4)

(b)(4)

The current proposal from Bain came as a counter proposal to a term sheet submitted [redacted] in its own capacity as a participant in this debt. [redacted] proposal, which was turned down by Bain's senior staff, consisted of the following:

- 1. Cash payment of [redacted]
- 2. Senior term note of [redacted] interest priced at Libor + 2.5% payable monthly, amortized over 7 years with twenty eight consecutive quarterly payments commencing 6/30/92. The amortization payments would be [redacted] per quarter for 6/30/92 through 3/31/94, and [redacted] per quarter for 6/30/94 through 3/31/99;
- 3. Income note with no face value requiring annual payments calculated as a percentage of Shared Cash Flow starting at 34% of Shared Cash Flow and falling to 10% based on aggregate payments. The payment percentage falls by 1% for every \$1MM paid to the holders. The Shared Cash Flow is 90% of adjusted net income for a given fiscal year if average cash balances are less than [redacted] or 100% of adjusted net income if average cash balances are greater than [redacted]

(b)(4)

(b)(4)

(b)(4)

During todays conference call meeting, [redacted] proposal was discussed in detail as no member of the bank group had received a copy of this proposal. [redacted] feelings were that their proposal was a proposal that Bain could live with, based on the cash flow calculations that they performed and they also felt that it would

(b)(4)

satisfy the various needs of the individual members of the bank group. The underlying concept of [redacted] proposal was that each member of the bank group would consent to the following: (b)(4)

1. Accept a portion of the cash up front and term debt totalling 50 cents on the dollar and consent to a certain level of debt forgiveness; or
2. Accept no cash up front and expect to receive full repayment of their respective positions over the revised term.

(b)(4) [redacted] Based on previous meetings, [redacted] felt that RECOLL, [redacted] [redacted] would opt for scenario #1, thereby accepting 30% of their debt in cash up front, accepting term debt equivalent to 20% of their respective claims and consenting to a debt forgiveness on the remaining claim against Bain; [redacted] and [redacted] would forego any cash upfront and hope to receive full satisfaction of their debt through the senior term note and the income note. [redacted] continues to state that they will need to have a third party evaluation completed on the company before they can agree to or consider any proposals. (b)(4)

(b)(4) [redacted] The other major issue discussed in the meeting was the issue of [redacted] and [redacted] security interest in the domestic accounts receivable and how this interest will be handled if a proposal is agreed to. [redacted] and [redacted] feel that they would be entitled to priority payments based on the outstanding domestic A/R which totalled approximately [redacted] as of 2/28/91. Under the [redacted] proposal the A/R issue should be defused in that [redacted] and [redacted] will maintain their present security interests, this issue will still need to be negotiated under Bain's revised proposal until a payout for the release of the A/R's becomes a non-issue or [redacted] and [redacted] agree to a compromise solution of this issue. (b)(4)

(b)(4) [redacted] The meeting adjourned with the understanding that [redacted] agent bank, would respond to Bain that the bank group rejects its proposal, based primarily on [redacted] position not to accept any debt forgiveness and [redacted] need for a third party analysis on the company before they could consider any proposal. [redacted] and [redacted] continued to restate their willingness to accept this proposal in return for a substantial debt forgiveness. (b)(4)

(b)(4),(b) [redacted] (b)(4) [redacted] contacted Brian Shelton after the meeting to discuss [redacted] proposal. [redacted] reaffirmed that the intent of the proposal was for RECOLL, [redacted] and [redacted] to receive 30 cents on the dollar from the [redacted] cash payment, 16 cents on the dollar from the senior term debt and 4 cents on the dollar from the income note. In essence RECOLL would have the ability to recoup 50% of its outstanding debt. [redacted] and [redacted] would have the ability to recoup 100% of its debt from their respective share of senior term debt and the income note. [redacted] was told that RECOLL would consider this proposal if the other bank group members and Bain agreed to same. (b)(4),(b) (6)

BAIN & CO., INC.
0553264300

Obligor Name Bain & Co
Obligor # 0553264300
Origination # EST
Section/Tab 32663
Officer/Ext 32663

FILE COMMENT

(b)(6) 04-13-92

K.E.DUMAS

(b)(4)

B.SHELTON

Through a phone conversation with Colin Anderson, Treasurer, it was determined that Bain & Co. had no interest in further pursuing a proposal which was presented to them from [redacted] and as the bank group did not accept the proposal dated April 3, 1992 from Bain, Bain's senior management has decided to go forth with the distribution of bonuses to management. They have decided to allocate [redacted] for bonuses to be disbursed as follows:

(b)(4)

(b)(4),(b)

(6)

- [redacted] to be disbursed immediately
- [redacted] to be disbursed over the next 3 quarters
- [redacted] to be disbursed 3/31/93

Brian Shelton discussed with Mr. Anderson the possibility of Bain purchasing RECOLL's notes at a discount and he did show some interest in this. As a result, Mr. Shelton will attempt to contact the bank group members to discuss their agreeing to allow RECOLL to sell its notes to Bain at a discount.

RA3599671

BAIN & CO., INC.
#0553264300

Obligor Name Bain Co.
Obligor # 0553264300
Obligation # _____
Section/Tab E-1
Officer/Ext 010308/32103

(b)(6) FILE COMMENT [redacted] 4-3-92 RECOLL received the unaudited balance sheet and
04-20-92 [redacted] income statement as of February 29, 1992 from Bain & Co.,
K.E.DUMAS [redacted] Inc. The company also provided cashflow statements for
that time period.

For the 11-month period ended February 29, 1992, the
company reported a net loss of [redacted] on revenues of [redacted] (b)(4)

(b)(4) [redacted] The net cashflow from operations was a deficit
(b)(4)(4) [redacted] that time period.

[redacted] The company projects that
their best revenue estimate for fiscal 1993 is [redacted] (b)(4)
Based on this estimate, it is unlikely that the company
will meet the revenue targets which were projected in the
June, 1991 restructuring agreement, which were used in
determining the debt amortization schedule. Based on this
assumption, it is estimated that the company will be in
default of the minimum revenue covenant by mid 1992.

(b)(4) For the month ended February 29, 1992, the company
generated income of [redacted] on revenues of [redacted] (b)(4)
The
company exceeded its revised budgeted numbers for both
revenues and income for the month, however, in comparison
(b)(4) to the revenues generated for the same time period last
year, Bain experienced a [redacted] drop.

The company's balance sheet as of 2/29/92 remains fully
leveraged, however liquidity is comfortable at [redacted] (b)(4)
Liquidity is strong based on the significant cash balance
which Bain is carrying which totals [redacted] (b)(4)
The majority
of this cash came from the restructure in 6/91 which
(b)(4) [redacted] required that the former senior management of Bain put
[redacted] in cash back into the company. A majority of the
cash which the company is carrying on its books is slated
to be disbursed as bonuses to senior management. This
cash has been the subject of several settlement proposals
which Bain management has presented to the bank group
recently, all of which however have been rejected.

Based on the revenue trend of Bain over the past 4 months,
it does not appear that Bain will be in compliance with
the minimum revenue covenant by May, 1992. The annualized
running rate of the last four months [redacted] (b)(4)
The
covenant requires that on the last day of each month
ending after March 31, 1992 and on or prior to March 31,
1993, revenue for the twelve months then ended shall not
(b)(4) be less than [redacted] Based on the last 4 months
annualized Bain would be in default starting April, 1992.

If Bain goes into default the bank group will need to
decide whether to force Bain into a bankruptcy as it does
not appear likely that they will file voluntarily. [redacted] (b)(4)

RA5057546

(b)(4)

[Redacted]

The other alternative for the bank group would be to persuade Bain management to accept a settlement agreement which is acceptable to all bank members, an agreement very similar to the proposal presented by [Redacted] to Bain management recently, which they adamantly turned down.

(b)(4)

RA5057547

BAIN & COMPANY, INC
0553264300

FILE COMMENT
(b)(6) 13-92
K.E. DUMAS

On May 11, 1992, RECOLL received \$45,429.28 in deferred interest on Tranche A. This was for the time period 4/6/92 to 5/6/92. On 5/6/92 the interest rate was adjusted to 5.125% based on LIBOR rate of 4.125% plus 1.0% spread. This rate is in effect until 8/6/96.

Obligor Name Bain & CO
Obligor # 0553264300
Obligation # _____
Section/Tab F-1
Officer/Ext. ERICKSON/30711

RA5057497

Bain & COMPANY INC.
#0553264300

(b)(6) COMMENT
05-14-92
K.E.DUMAS

On 5/11/92 RECOLL received a copy of the unaudited pre-tax March financials for Bain & Company, Inc. In summation, the monthly revenue in March of [redacted] fell short of the company's projected number of [redacted]. According to management the drop in revenues was due primarily to each of the offices projecting a slightly higher revenue figure than what was received. The month of March ended with a loss of [redacted]. The balance sheet remains illiquid and fully leveraged and continues to report a cash balance of [redacted].

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

For the 12 month period ended March 31, 1992 Bain reports a pre-tax loss of [redacted] on revenues of [redacted].

(b)(4)

The company forecasted revenues for April, May and June to be as follows:
April: [redacted]
May: [redacted]
June: [redacted]

The company has failed to meet its April projections as the April revenues came in at [redacted] shortfall from the projected number. Based on the April numbers, the company has defaulted under the loan agreement as a result of the Company's failure to meet the minimum revenue target of [redacted] for the twelve-month period ended April 30, 1992. According to the notice of default, the company will be asking the bank group for a waiver.

Bain management remains skeptical about reaching the May and June's revenue projections as they feel that some deterioration could occur as in the initial March estimates, however, their greatest concerns are the following six months. The company had very high revenues last spring, however they dropped off dramatically during the summer and fall and at this point they are not sure if that was a fluke or is cyclical. Management does not expect to be out of the default status of the minimum revenue targets until October or November. According to Gary Wilkinson, Asst. Treasurer, the [redacted]

Bain management also reported that officers of the company felt strongly that the maximum bonus payout allowable under the loan agreement [redacted] be awarded, however, Mitt Romney was successful in convincing the group to accept [redacted] and hold the remaining [redacted] in reserve for a pre-funding of the FY93 bonus pool or for the retirement/repurchasing of debt.

Obligor Name Bain & CO
Obligor # 0553264300
Obligation # [redacted]
Section/Tab [redacted]
Officer/Ext. [redacted]

RA5057494

IN & COMPANY INC.
#0553264300

Obligor Name Bain + Company
Obligor # 0553264300
Obligation # _____
Section / Tab _____
Officer / Ext 301/10

(b)(6) FILE COMMENT
05-14-92
K.E.DUMAS

On 5/11/92 RECOLL received a copy of the unaudited pre-tax March financials for Bain & Company, Inc. In summation, the monthly revenue in March of _____ fell short of the company's projected number of _____. According to management the drop in revenues was due primarily to each of the offices projecting a slightly higher revenue figure than what was received. The month of March ended with a loss of _____. The balance sheet remains illiquid and fully leveraged and continues to report a cash balance of _____

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

For the 12 month period ended March 31, 1992, Bain reports a pre-tax loss of _____ on revenues of _____

(b)(4)

The company forecasted revenues for April, May and June to be as follows
April: _____
May: _____
June: _____

The company has failed to meet its April projections as the April revenues came in at _____ shortfall from the projected number. Based on the April numbers, the company has defaulted under the loan agreement as a result of the Company's failure to meet the minimum revenue target of _____ for the twelve-month period ended April 30, 1992. According to the notice of default, the company will be asking the bank group for a waiver.

Bain management remains skeptical about reaching the May and June's revenue projections as they feel that some deterioration could occur as in the initial March estimates, however, their greatest concerns are the following six months. The company had very high revenues last spring, however they dropped off dramatically during the summer and fall and at this point they are not sure if that was a fluke or is cyclical. Management does not expect to be out of the default status of the minimum revenue targets until October or November. According to Gary Wilkinson, Asst. Treasurer, _____

Bain management also reported that officers of the company felt strongly that the maximum bonus payout allowable under the loan agreement _____ awarded, however, Mitt Romney was successful in convincing the group to accept _____ and hold the remaining _____ in reserve for a pre-funding of the FY93 bonus pool or for the retirement/repurchasing of debt.

RA5057545

RECOLL MANAGEMENT CORPORATION

MEMORANDUM

TO: JIM PATRICK, COORDINATOR EASTER MASS. ASSET MARKETING, MABOS19RCL
 FROM: JOSEPH F. CORFF, VICE PRESIDENT, MABOS40CLC
 DATE: JUNE 15, 1992
 RE: PROPOSED SALE OF POOL ASSETS

(b)(6)

[Redacted]

Hal Cohen:

[Redacted]

Karen Dumas:

(b)(4),(b)

[Redacted]

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

(6)

(b)(4)

[Redacted]

Bain & Co: Do not sell since these are only partial charge offs
 as clearly reflected on the trial balance besides
 RECOLL can not sell these notes without the consent
 of the lender group.

(b)(4),(b)

(6)

Brian Shelton:

[Redacted]

JFC/kbc
M-Patrick

Obligor Name: Bain + Co
 Obligor #: 1053264300
 Obligation #: _____
 Section / Tab: F-1
 Officer / Ext: 38056

BAIN & CO.
OBLIGOR NO. 0553264300

B. Shelton
7/24/92

(b)(4)

The bank group met with the company on 7/22/92 to have the company present the results for FY 92 and to talk about the future prospects of Bain & Co.

(b)(6) [Redacted]

Bain & Co. had a FY 92 loss of [Redacted] revenues of [Redacted] (b)(4)
These results follow the FY 1991 problems capped by a [Redacted] (b)(4)
loss on revenues of [Redacted]. (There was a one time
restructuring charge of [Redacted]. The results demonstrate that
the restructured entity will not be able to sustain revenues
on a historical level. Revenues dropped [Redacted] last year, (b)(4)
the borrower forecasts revenues of [Redacted] FY 93, or [Redacted] (b)(4)
further deterioration in revenues. The drop in revenues is
attributable to various factors, but the primary problems
arise from a changing customer base and lack of capacity.

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

(b)(4)

[Redacted]

(b)(4)

[Redacted]

Obligor Name Bain & Co
Obligor # 0553264300
Obligation #
Section / Tab
Officer / Ext Brian Shelton X32919

(b)(4)

At FYE 92 the company had [Redacted] cash on its balance sheet. (b)(4)
That cash balance is now diminished to [Redacted] after Bain paid
out bonus compensation to its officer corp. (b)(4)

Following the financial presentation the company presented
its newly revised 10 year plan. The ten year plan
essentially reports that under the existing debt structure
Bain will have cash deficits as high [Redacted] by FYE 99. (b)(4)
The company will actually run out of cash and default on the
existing debt structure as early as FYE 95 where the company
projects they will have a [Redacted] cash deficit. (b)(4)

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

[Redacted]

Page 2
PS-Bain

The company has now offered a proposal to address this cash and debt dilemma as follows:

- (b)(4) _____
1. The company would seek the bank groups consent to utilize _____ of its cash to retire debt offered by lenders under a tender offer program. Specifically, each bank will have the opportunity to submit a bid to the company to tender its debt interests in either Tranche A, B, C or D at a price up to, but not exceeding, 30 cents on the dollar.
 2. All remaining banks would agree to fix debt service at 5%.
 3. Bain will obtain principal amortization relief to the extent of debt retired (i.e. payments that would have been required on retired debts are eliminated).

(b)(4) _____

The bank group asked the company to prepare a revised 10 year plan which addresses what the company would look like if the proposal is fully subscribed to ascertain whether or not the _____ for _____ (hypothetically) will be enough relief. Once this information is collated and distributed the banks will reconvene to further discussions on the companies proposal.

(b)(4)

BRS/kbc
PS-Bain

MEMORANDUM

TO: Brian Shelton

FROM: David C. Aisenberg

DATE: July 1, 1992

RE: Bain and Company -- Obligor No. 1097-9565 -- Status

The status of the above-referenced matter is that, by documents executed on June 12, 1992, we approved three amendments to the restructure agreement. At the same time, we withheld approval on an amendment which sought a waiver of various defaults under the restructure agreement. We subsequently signed this waiver on June 30, 1992 as an accommodation to the borrower so that its financial statements could be certified by [redacted] A cover letter was sent with this waiver to notify the other parties that future waivers would not be signed.

(b)(4)

Meanwhile, you are continuing to negotiate with the borrower and the lenders to effect a buyout of our interest, if possible. I remain available to perform any work on this credit at your request and as noted in my prior status reports.

(b)(6)

DCA

[redacted]

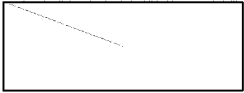
cc: Andrew R. Grainger
status.wp5-7

Obligor Name: Bain
Obligo #: 1097-9565
Obligation #: 1097-9565
Section / Tab: 2-1
Officer / Ex: DAVID C. AISENBERG

BAIN & CO., INC.
OBLIGOR NO. 0553264300

11/4/92

Brian Shelton



The account officer met with the bank group and the company on 11/2/92 to attempt to finalize the debt tender concept to enable each under to go to their respective credit committees for approval. At the meeting, which was not attended by



all four lenders agreed

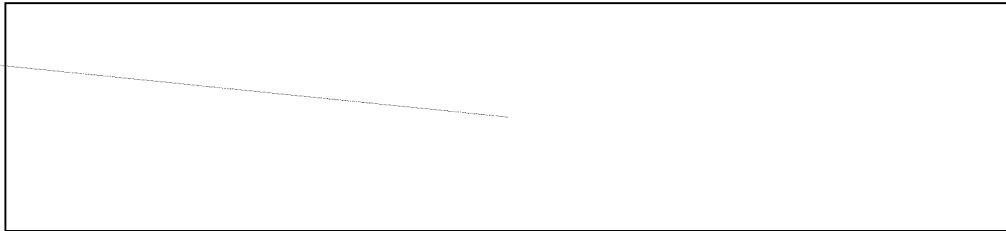
conceptually to the debt tender concept. [redacted] counsel, who did attend the meeting, indicated that his client inexplicably was not in favor of the debt tender concept.

The remaining four lenders demonstrably indicated their collective displeasure at [redacted] unwillingness to

constructively approach these negotiations. The bank group

asked [redacted] counsel to present a proposal on which [redacted] would

be willing to participate. He indicated he would meet with his client and prepare a proposal on [redacted] position.



ERS/kbc
PS-Bain

Obligor Name Bain & Co.
Obligor # 0553264300
Obligation # _____
Section/Tab FI
Officer/Ext ERS/32919

RECOLL MANAGEMENT CORP. OVERSIGHT COMMITTEE
MEETING MINUTES
PAGE 12
DECEMBER 30, 1992

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

TWENTIETH ORDER OF BUSINESS:
PRESENTING OFFICER:

Bain & Company
B. Shelton

Proposal: That authority be granted to:

- (b)(4) 1. Provide a waiver to the company which will allow the company to utilize [redacted] of its cash to accept debt tender offers of up to \$.30 on each dollar.
- 2. Allow RECOLL to tender its [redacted] in debt at \$.29 or (b)(4) \$8,889M.
- 3. Write down the remaining legal balance of \$22,071M (please note book balance is only \$8,894M due to charge-off prior to receivership of \$19,666M).

(b)(4) The officer informed Oversight Committee that Bain & Co. currently has [redacted] in cash that it would like to use to pay down a portion of its debt. However, unless all of its creditors submit waivers and tender offers prior to 12/31/92, it will distribute the cash to senior management in the form of bonuses. According to the loan agreement, a cash distribution to its employees in the form of bonuses would not constitute a violation.

Obligor Name Bain & Co
Obligor # 125 3264300
Obligation # _____
Section/ Tab E-2
Officer/ Ext BBS/32919

RECOLL MANAGEMENT CORP. OVERSIGHT COMMITTEE
MEETING MINUTES
PAGE 13
DECEMBER 30, 1992

Mr. Marshall asked the officer why \$.29 was being tendered instead of a higher figure. Mr. Shelton responded that an offer of \$.29 would increase RECOLL's likelihood of being paid out first as the other creditors may tender offers at \$.30.

(b)(4) Mr. Shelton stated that [redacted] only began showing interest in the global restructure proposal as late as mid December and that [redacted] wo(b)(4) not issue a tender offer until all waivers have been submitted (as Bain & Co. cannot accept tender offers on its debt without them, per the loan agreement). The officer further stated that allowing RECOLL to sign a waiver would act as an impetus for the other creditors and would not result in a write-off of any debt.

Mr. Sprague requested that legal concurrence be obtained on two issues as follows:

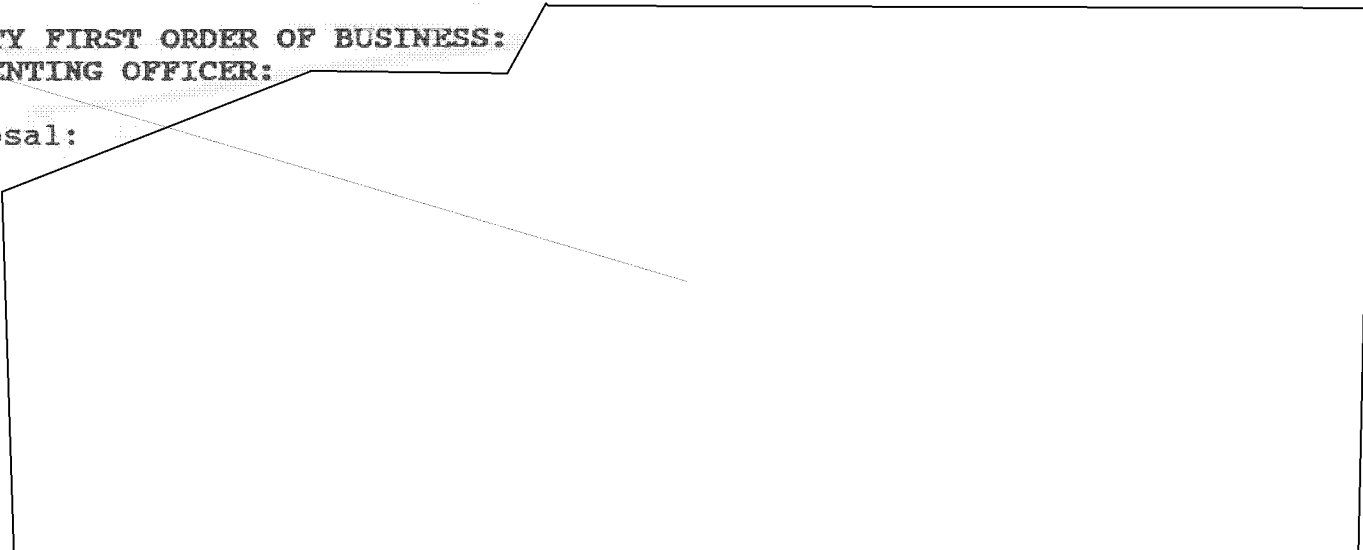
- a. The restrictions on the salability of the loan as referred to on page 3 of the STP; and
- b. Claw-back provisions to the guarantors.

RECOLL legal counsel verbally opined that a waiver is required from all of Bain & Co's lenders for it to accept any tender offers.

On a motion by Mr. Sprague, seconded by Mr. Marshall, approval was granted solely to item #1 of the proposal. Item #'s 2 & 3 were tabled for further addresses.

(b)(4) TWENTY FIRST ORDER OF BUSINESS:
PRESENTING OFFICER:

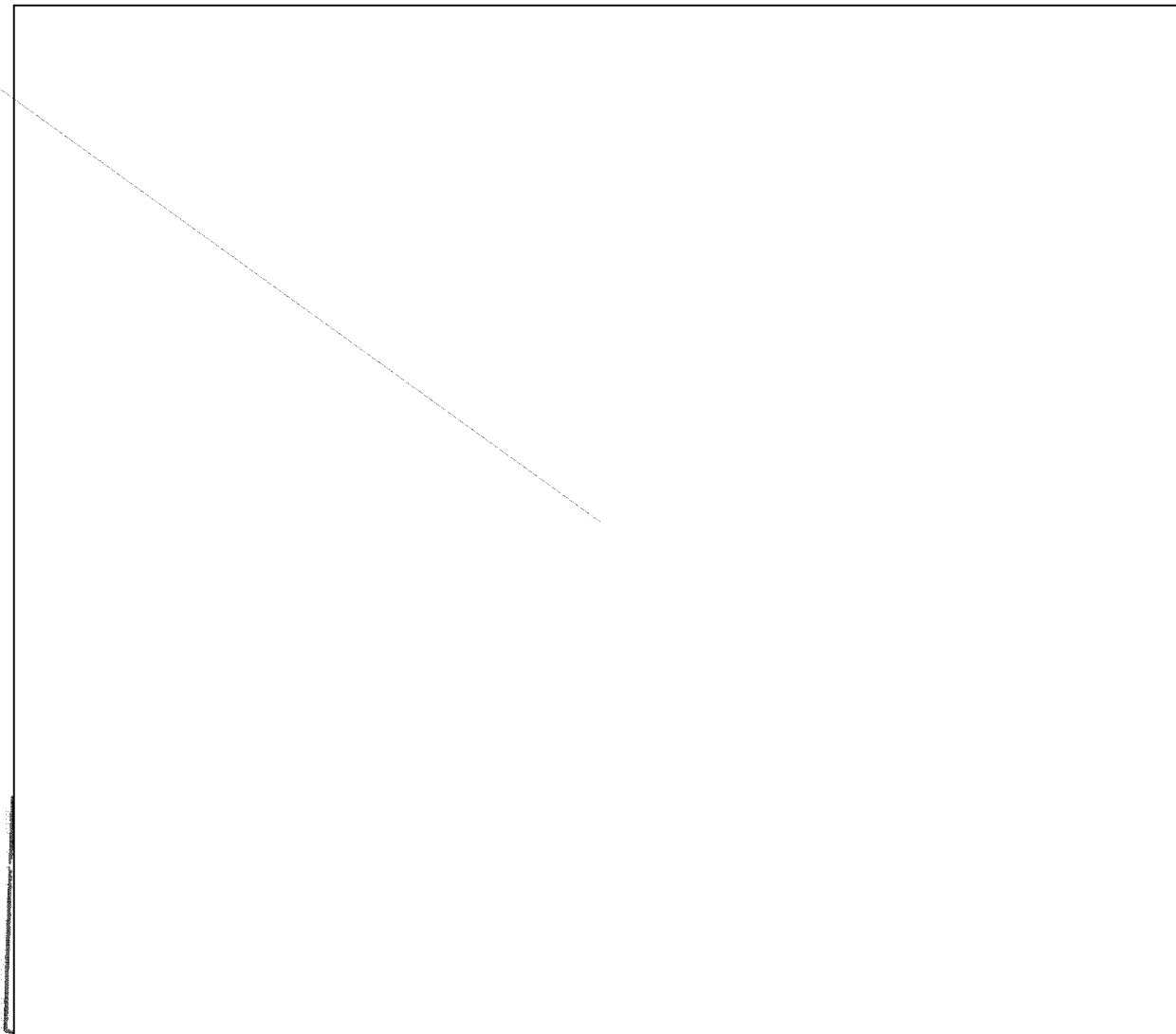
Proposal:



RECOLL MANAGEMENT CORP.
OVERSIGHT COMMITTEE MEETING MINUTES
PAGE 6
JANUARY 7, 1993

Obligor Name Bain & Co
Obligor # 0553264300
Obligation # 18 et al.
Section/ Tab 52
Officer/ Ext B. Shelton 32919

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



EMERGENCY SESSION

- 1. Bain & Company
Presenting Officer: B. Shelton

Proposal:

- 1. For Recoll to tender its \$30.654M in debt at 29 cents for a total payment of \$8.889M.
- 2. To write down the remaining legal balance of \$22.071M.

(b)(4)

A proposal to provide a waiver to the company which will allow the company to utilize its cash balances to accept debt tenders up to 30 cents on the dollar was previously presented to Oversight and approved. The above two items were also presented and were tabled. Hence they are being re-presented today.

RECOLL MANAGEMENT CORP.
OVERSIGHT COMMITTEE MEETING MINUTES
PAGE 9
JANUARY 7, 1993

After the vote was taken, Mr. Marshall explained that while he understands that this is a difficult decision on a major asset, he believes that the tender offer assures a defined recovery now and that he is very concerned over the long range viability of the company given its severe revenue deterioration and the nature of the business.

There being no further items to be brought before Committee, the meeting was adjourned at 11:10 a.m.

(b)(6) [Redacted]

(b)(6) W.R. Ostermill [Redacted]

[Redacted]
W.L. Marshall III

[Redacted] (b)(6)
[Redacted] (b)(6)

[Redacted] Ldarone, Secretary
[Redacted] C.P. Sprague

BAIN & COMPANY
OBLIGOR NO. 0553264300

1/14/93
BRS

The account officer participated in a conference call with the company and the bank group on 1/13/93. The first point of discussion was the results of the tender offer. The tender occurred exactly as the account officer predicted in the recently denied Standard Transaction Package. [redacted] tendered [redacted] at 28 cents, [redacted] tendered its debt at 30 cents, [redacted] and [redacted] did not tender. The company stated its disappointment at the results of the tender and presented its short-term perspective which involves two primary issues: cash balances and [redacted]

The company stated it now has [redacted] of cash balances after December collections and due to the fact it began stretching payables preparing for the tender. The company anticipates generating an additional [redacted] between now at its Fiscal Year End on March 31, 1993. The following is the company's immediate plan for payment of cash balances:

TOTAL CASH
LESS: Escrowed Bonus
Deferred 1992 Bonus
Long Term Compensation
March, 1993 Principal Payment
Debt Tender Payment
ENDING CASH

All of the bonus payments will be made pursuant to the Loan Agreement. The company will be in full compliance of all loan covenants at the time of payment. The company indicated that the remaining cash balance will only leave it in a position to meet its FYE 94 debt payments,

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

Obligor Name Bain + Company
Obligor # 0553264300
Section/Tab F-1
Officer/Ext Brian Smith
Tom/32919

The account officer spoke with Colin Anderson (Bain's Treasurer) on Monday, January 11, 1993. The purpose of the call was to take the offensive given the expected results of the tender. The account officer suggested that Bain consider one more alternative to the tender which contemplated having the company buy 50% of each lenders debt at 30 cents on the dollar and then have Bain term out the remaining debt (Tranches A,B, & C) over 10 years. Bain looked at this concept and responded to it at yesterday's meeting. The company, after presenting its view of the tender results, presented the following scenarios in an effort to find some way to meet the company's needs and the bank groups needs.

The scenarios are as follows:

Scenario One:

Term out tranches A,B,C until the year 2016 and pay the bank group 5% interest at a fixed rate for the term. The company would set aside [redacted] per annum for debt service on principal and interest. RECOLL would receive its 30% share of these payments resulting in a NPV of \$11.574mm (assumes 15% discount rate, see attached analysis). Unfortunately it will take the FDIC, as Receiver of the New Bank of New England ("FDIC") 23 years to realize the NPV.

Scenario Two:

Bain would seek a working capital loan of [redacted] (b)(4) utilize its present cash balances to buy the all of the senior bank debt at 30 cents on the dollar. This would result in immediate payment of [redacted] (b)(4)

Scenario Three:

The company would utilize its cash balances to buy 50% of each lenders debt at 30 cents and then term out the remaining debt of Tranches A,B & C over the original modified loan term (2001). The interest rate would still be fixed at 5% and the company would still pay \$6mm annually for debt service (P & I). This program would result an NPV of \$13.009mm.

(b)(4) After a good deal of discussion the bank group appeared to fragmented as usual. [redacted] liked scenario one, because it involved full repayment of their debt over time, [redacted] (b)(4)
(b)(4) and [redacted] liked scenario two and [redacted] favored scenario (b)(4)
three. The account officer believes that [redacted] and [redacted] will (b)(4)
(b)(4) move to scenario three, if necessary, after further discussion. [redacted] unfortunately appears unwilling to consider any form of debt forgiveness which is consistent with their position through time. The account officer did obtain consent of the bank group and the company to allow RECOLL to tender its debt at 30 cents if it chooses to reconsider the tender concept. The account officer only took this position to provide another window to tender at the full acquired book balance and not take the risk that [redacted] will not alter its (b)(4)
(b)(4) consistent position. If [redacted] will not consider any form of debt forgiveness than the company will end up liquidating, thereby creating a significantly lower result [redacted] (b)(4)
and this opportunity to get out risk free at the acquired balance will vanish. Alternative three would also need to be approved by Bain's officers in that they will have to vote to defer the payment [redacted] of its 1992 deferred bonus. (b)(4)

The meeting adjourned with the bank group agreeing to conference call at 9:00 am, Friday, January 15, 1993.

BAIN & COMPANY ALTERNATIVE ANALYSIS

CURRENT DEBT STRUCTURE... TRANCHE A TRANCHE B TRANCHE C TRANCHE D TOTAL

(b)(4)

(b)(4)

(b)(4)

RECOIL MANAGEMENT

RECOIL PORTION OF EACH TRANCHE

PAYMENT UNDER SCENARIO ONE:

YEAR ENDING...

CASH AVAILABLE FOR DEBT SERVICE...

PRINCIPAL INTEREST

ENDING DEBT

RECOIL'S PORTION OF PROCEEDS

...

PAYMENT UNDER SCENARIO TWO:

...

...

PAYMENT UNDER SCENARIO THREE:

INITIAL PAYMENT OF 90% OF \$200M REP AT 80 CENTS...

...

YEAR ENDING...

CASH AVAILABLE FOR DEBT SERVICE...

PRINCIPAL INTEREST

ENDING DEBT

RECOIL'S PORTION OF PROCEEDS

TOTAL \$\$\$ TO RECOIL

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(b)(4)

(b)(4)

(b)(4)

(b)(4)

RA3599676 (b)(4)

MEMORANDUM

(b)(6) TO: Brian Shelton

FROM: David C. Aisenber

DATE: March 1, 1993

RE: Bain and Company -- Obligor No. 1097-9565 -- Status

The status of the above-referenced matter is that you continue to pursue negotiations with the borrower and participant banks to resolve this credit short of awaiting compliance with the June, 1991 settlement agreement. Please keep me posted, and let me know whether I may be of any further assistance.

DCA

cc: Andrew R. Grainger
status.wp5-7

M E M O R A N D U M

(b)(6) TO: Brian Shelton

FROM: David C. Aisenberg

DATE: January 29, 1993

RE: Bain and Company -- Obligor No. 1097-9565 -- Status

The status of the above-referenced matter is that last month the oversight committee turned down our request to tender all or a portion of this obligation to the borrower at a discounted price of \$.30/\$1.00 or less. You continue to pursue other negotiations with the borrower and participant banks to resolve this credit short of awaiting compliance with the June, 1991 settlement agreement. Please keep me posted, and let me know whether I may be of any further assistance.

DCA

cc: Andrew R. Grainger
status.wp5-7

M E M O R A N D U M

(b)(6)


TO: Brian Shelton

FROM: David C. Aisenberg



DATE: January 5, 1993

RE: Bain and Company -- Obligor No. 1097-9565 -- Status

The status of the above-referenced matter is that last month the oversight committee approved your ability on behalf of the FDIC as Receiver to execute a waiver of the June, 1991 Settlement Agreement with the borrower. The waiver permits the borrower to utilize  million of its cash balances to accept debt tenders up to 30 cents on the dollar. You were following up with the committee for approval to permit the FDIC as Receiver to tender its debt at 29 cents on the dollar. I understand that you have obtained the borrower's written authorization to submit any such tender on or before Friday, January 8, 1993. Please keep me posted, and let me know whether I may be of any further assistance.

(b)(4)

DCA

cc: Andrew R. Grainger
status.wp5-7

M E M O R A N D U M

(b)(6) TO: Brian Shelton

FROM: David C. Aisenberg

DATE: December 1, 1992

RE: Bain and Company -- Obligor No. 1097-9565 -- Status

The status of my involvement in the above-referenced matter has not changed since my last report dated November 9, 1992. Please continue to keep me apprised. I remain available to perform any work on this credit at your request and as noted in my prior status reports.

DCA

cc: Andrew R. Grainger
status.wp5-7

MEMORANDUM

(b)(4) TO: Brian Shelton

FROM: David C. Aisenberg

DATE: November 9, 1992

RE: Bain and Company -- Obligor No. 1097-9565 -- Status

The status of the above-referenced matter is that you met with the lending group on October 30, 1992 to discuss a potential tender to the obligor of our interest in this obligation. My understanding is that 100% approval of the lending group has not yet been obtained to follow through with this concept at this time, and that the obligor continues to pursue the concept and 100% approval. Please continue to keep me apprised. I remain available to perform any work on this credit at your request and as noted in my prior status reports.

DCA

cc: Andrew R. Grainger
status.wp5-7

M E M O R A N D U M

TO: Brian Shelton
FROM: David C. Aisenberg
DATE: October 8, 1992
RE: Bain and Company -- Obligor No. 1097-9565 -- Status

The status of the above-referenced matter has not changed since my status memorandum dated August 11, 1992, except that we have executed one non-monetary amendment to the restructure agreement. I remain available to perform any work on this credit at your request and as noted in my prior status reports.

(b)(6)

[Redacted]

DCA

cc: Andrew R. Grainger
status.wp5-7

MEMORANDUM

(b)(6)

TO: Brian Shelton

FROM: David C. Aisenberg

DATE: September 10, 1992

RE: Bain and Company -- Obligor No. 1097-9565 -- Status

The status of the above-referenced matter has not changed since my last status memorandum dated August 11, 1992. I remain available to perform any work on this credit at your request and as noted in my prior status reports.

DCA

cc: Andrew R. Grainger
status.wp5-7

M E M O R A N D U M

(b)(6) TO: Brian Shelton

FROM: David C. Aisenberg

DATE: August 11, 1992

RE: Bain and Company -- Obligor No. 1097-9565 -- Status

The status of the above-referenced matter has not changed since my last status memorandum dated July 1, 1992. I remain available to perform any work on this credit at your request and as noted in my prior status reports.

DCA

cc: Andrew R. Grainger
status.wp5-7

M E M O R A N D U M

TO: Brian Shelton
FROM: David C. Aisenberg
DATE: July 1, 1992
RE: Bain and Company -- Obligor No. 1097-9565 -- Status

The status of the above-referenced matter is that, by documents executed on June 12, 1992, we approved three amendments to the restructure agreement. At the same time, we withheld approval on an amendment which sought a waiver of various defaults under the restructure agreement. We subsequently signed this waiver on June 30, 1992 as an accommodation to the borrower so that its financial (b)(4) statements could be certified by [redacted] A cover letter was sent with this waiver to notify the other parties that future waivers would not be signed.

Meanwhile, you are continuing to negotiate with the borrower and the lenders to effect a buyout of our interest, if possible. I remain available to perform any work on this credit at your request and as noted in my prior status reports.

(b)(6) [redacted] DCA [redacted]

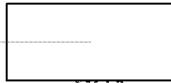
cc: Andrew R. Grainger
status.wp5-7

M E M O R A N D U M

TO: Karen Dumas
FROM: David C. Aisenberg
DATE: June 4, 1992
RE: Bain and Company -- Obligor No. 1097-9565 -- Status

The status of the above-referenced matter has not changed since my last report dated May 7, 1992. I remain available to perform any work on this credit at your request and as noted in my prior status reports.

(b)(6)



DCA

cc: Andrew R. Grainger
statusmemo.7

M E M O R A N D U M

TO: Karen Dumas
FROM: David C. Aisenberg
DATE: May 7, 1992
RE: Bain and Company -- Obligor No. 1097-9565 -- Status

The status of the above-referenced matter has not changed since my last report dated April 10, 1992. I remain available to perform any work on this credit to the extent that Choate, Hall ceases to be involved or issues arise which are not necessarily the subject of that firm's limited retention.

Meanwhile, an analysis still needs to be done on the provision in the Settlement Agreement which authorizes Bain to perform "Bank
(b)(4) Consulting Services" in the amount of [redacted] dollars for the years ending March, 1993 and March, 1994. This analysis should outline those provisions and address who was entitled to receive the appropriate services. Please advise whether I should work on this analysis.

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

[redacted]

DCA

cc: Andrew R. Grainger
statusmemo.7

M E M O R A N D U M

TO: Karen Dumas
FROM: David C. Aisenberg
DATE: April 7, 1992
RE: Bain and Company -- Obligor No. 1097-9565 -- Status

The status of the above-referenced matter has changed since my last report dated March 10, 1992. Brian Shelton has now become involved and you and he have been working with Choate, Hall (cleared by Don Williams) to negotiate a sale of this obligation.

Meanwhile, an analysis still needs to be done of the provision in the Settlement Agreement which authorizes Bain to perform "Bank Consulting Services" in the amount of [redacted] (b)(4) dollars for the years ending March, 1992, March, 1993 and March, 1994. This analysis should outline those provisions and address who was entitled to receive the appropriate services. I understand that, prior to my involvement, a business decision was made to forego the benefit of these services for the period ending March, 1992. Please let me know whether to go forward with this analysis.

In addition, please keep me advised of any other legal issues which arise and which are not being handled by Choate, Hall.

(b)(6) [redacted]
DCA

cc: Andrew R. Grainger
statusmemo.7

M E M O R A N D U M

TO: Karen Dumas
FROM: David C. Aisenberg
DATE: March 10, 1992
RE: Bain and Company -- Obligor No. 1097-9565 -- Status

The status of the above-referenced matter is that I have reviewed the Settlement Agreement and you and I have discussed various issues in connection with monitoring payments and reacting to proposed amendments to the Settlement Agreement. One of the provisions of the Settlement Agreement provides that Bain will provide services in the amount of dollars for the years ending March, 1992, March, 1993 and March, 1994. I will draft a memo outlining those provisions and explaining who was entitled to receive the appropriate services. In addition, if any amendments are drafted during the next month, I will review those and provide my comments to you. Please keep me advised of any other legal issues which arise.

(b)(4)

DCA

cc: Andrew R. Grainger
statusmemo.7

R E C O L L M A N A G E M E N T C O R P O R A T I O N

MEMORANDUM

To: File
Christopher Sotir

From: David C. Aisenberg

cc: Andrew R. Grainger

Re: Bain & Company -- Status

Date: January 29, 1992

As we discussed, I am waiting for you to compile the necessary documents for review to discuss our strategy going forward in the above-referenced matter.

(b)(6)

[Redacted]

DCA

m-bain