[SAMPLE TERM SHEET]
EXHIBIT A

CONFIDENTIAL
May 1, 2000

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Project Target
Senior Secured Credit Facilities
Summary of Principal Terms and Conditions

Borrower:		A newly formed Delaware corporation (the " Borrower ") that will purchase all the capital stock of Widget Corporation, a Delaware corporation (the " Target "). The Borrower will be a wholly owned subsidiary of an additional newly formed Delaware corporation (" Holdings "), all the outstanding capital stock of which will be owned by Experienced LBO Fund, L.P. (the " Fund ").
Transactions:		The Borrower will acquire (the " Acquisition ") all the capital stock of the Target from Worldwide Corporation, a Delaware corporation (" Worldwide "), pursuant to a stock purchase agreement (the " Purchase Agreement ") to be entered into by the Borrower and Worldwide, for aggregate consideration of $500,000,000 in cash (the " Purchase Price "). In connection with the Acquisition, (a) the Borrower will merge with the Target, with the Borrower being the surviving corporation in such merger, (b) the Fund will capitalize Holdings with not less than $100,000,000 in cash common equity (the " Holdings Equity Contribution "), (c) Holdings will capitalize the Borrower with a cash common equity contribution equal to the entire common equity contribution received by Holdings from the Fund (together with the Holdings Equity Contribution, the " Equity Contributions "), (d) the Borrower will either issue $200,000,000 principal amount of its subordinated unsecured notes (the " Subordinated Notes ") in a public or Rule 144A offering or, in the event that the Subordinated Notes cannot be issued, borrow $200,000,000 of subordinated unsecured loans from one or more lenders under a new bridge loan facility (the " Bridge Facility "), (e) the Borrower will obtain the senior secured credit facilities described below under the caption " Facilities " and (f) the Borrower will pay fees and expenses in connection with the foregoing in an amount not to exceed $10,000,000 (the foregoing transactions being collectively referred to as the " Transactions ").
Sources and Uses:		The approximate sources and uses of funds necessary to consummate the Transactions are set forth on ANNEX II attached hereto.
Facilities:	(A)	Two Senior Secured Term Loan Facilities to be provided to the Borrower in an aggregate principal

amount of up to $200,000,000 (the " Term Loan Facilities "), such aggregate principal amount to be allocated between (a) a Tranche A Term Loan Facility in an aggregate principal amount of up to $100,000,000 (the " Tranche A Facility ") and (b) a Tranche B Term Loan Facility in an aggregate principal amount of up to $100,000,000 (the " Tranche B Facility ").

(B) A Senior Secured Revolving Credit Facility to be provided to the Borrower in an aggregate principal amount of up to $50,000,000 (the " Revolving Facility " and, together with the Term Loan Facilities, the " Facilities "), of which up to an amount to be agreed upon will be available in the form of letters of credit.

Agent: The Big Bank (" Big Bank ") will act as administrative agent and collateral agent (collectively, the " Agent ") for a syndicate of financial institutions (the " Lenders "), and will perform the duties customarily associated with such roles.

Advisor and Arranger: Big Bank Securities Inc. will act as advisor and arranger for the Facilities (the " Arranger "), and will perform the duties customarily associated with such roles.

Purpose: (A) The proceeds of the Term Loan Facilities will be used by the Borrower on the date of the initial funding under the Facilities (the " Closing Date "), together with up to $10,000,000 to be drawn under the Revolving Facility on the Closing Date, the proceeds of the Subordinated Notes and the Equity Contributions, to pay the Purchase Price and related fees and expenses in connection with the Transactions.

(B) The proceeds of loans under the Revolving Facility (other than loans used for the purpose specified in the immediately preceding paragraph) will be used for general corporate purposes in the ordinary course of the Borrower's business.

(C) Letters of credit will be used by the Borrower solely for ordinary course purposes.

Availability: (A) The full amount of the Term Loan Facilities must be drawn in a single drawing on the Closing Date. Amounts repaid under the Term Loan Facilities may not be reborrowed.

(B) Loans under the Revolving Facility will be available at any time prior to the final maturity of the Revolving

Facility. Amounts repaid under the Revolving Facility may be reborrowed.

(C) Letters of Credit will be available at any time before the fifth business day prior to the final maturity of the Revolving Facility.

Default Rate: In the case of unpaid principal, the applicable interest rate plus 2% per annum and, in the case of any other amount, the rate of interest applicable to ABR loans plus 2% per annum.

Letters of Credit: Letters of credit under the Revolving Facility will be issued by Big Bank, as fronting bank (in such capacity, the " Fronting Bank "). Each letter of credit shall expire no later than the earlier of (a) 12 months after its date of issuance and (b) the fifth business day prior to the final maturity of the Revolving Facility.

Drawings under any letter of credit shall be reimbursed by the Borrower on the same business day. To the extent that the Borrower does not reimburse the Fronting Bank on the same business day, the Lenders shall be irrevocably obligated to reimburse the Fronting Bank pro rata based upon their respective commitments.

The issuance of all letters of credit shall be subject to the customary procedures of the Fronting Bank.

Guarantees: All obligations of the Borrower under the Facilities and under interest rate protection agreements entered into with any Lender (or any affiliate of any Lender) will be unconditionally guaranteed (the " Guarantees ") by Holdings and by each existing and each subsequently acquired or organized subsidiary of Holdings other than the Borrower (provided that no foreign subsidiary shall be required to provide a guarantee to the extent and for so long as to do so would cause adverse tax consequences to the Borrower). Any guarantees to be issued in respect of the Subordinated Notes will be subordinated to the obligations under the Guarantees.

Security: The Facilities, the Guarantees and any interest rate protection agreements entered into with any Lender (or any affiliate of any Lender) will be secured by substantially all the assets of Holdings, the Borrower and each existing and each subsequently acquired or organized subsidiary of Holdings (collectively, the " Collateral "), including but not limited to (a) a first-priority pledge of all the capital stock of the Borrower and each other existing and each subsequently acquired or organized subsidiary of Holdings (which pledge, in the case of any foreign subsidiary, shall be limited to 65% of the capital stock of such foreign subsidiary to the extent and for so long as the pledge of any greater amount would cause adverse tax consequences to the Borrower) and (b) perfected first-priority security interests in, and mortgages on, substantially all tangible and intangible assets of Holdings and each existing and each subsequently acquired or organized domestic subsidiary of Holdings (including but not limited to accounts receivable, inventory, intellectual property, real property, cash and proceeds of the foregoing).

All the above-described pledges, security interests and mortgages shall be created on terms, and pursuant to documentation, reasonably satisfactory to the Lenders, and, subject to limited exceptions to be agreed upon, none of the Collateral shall be subject to any other pledges, security interests or mortgages.

Interest Rates and Fees: As set forth on ANNEX I hereto.

Maturity and Amortization:

(A) Tranche A Facility

The Tranche A Facility will mature on the fifth anniversary of the Closing Date, and will amortize on a quarterly basis in annual amounts to be agreed upon.

(B) Tranche B Facility

The Tranche B Facility will mature on the seventh anniversary of the Closing Date, and will amortize on a quarterly basis in nominal annual amounts for a number of years to be agreed upon and in annual amounts to be agreed upon thereafter.

(C) Revolving Facility

The Revolving Facility will mature on the fifth anniversary of the Closing Date.

Mandatory Prepayment: Loans under the Term Loan Facilities shall be prepaid with (a) 75% of Excess Cash Flow (to be defined), (b) 100% of the net cash proceeds of all non-ordinary-course asset sales or other dispositions of property by Holdings and its subsidiaries (including insurance and condemnation proceeds), subject to limited exceptions to be agreed upon, and (c) 100% of the net cash proceeds of issuances of equity securities and debt obligations of Holdings and its subsidiaries, subject to limited exceptions to be agreed upon.

The above-described mandatory prepayments shall be allocated between the Term Loan Facilities pro rata, subject to the provisions set forth below under the caption " Special Application Provisions ".

Within each Term Loan Facility, mandatory prepayments shall be applied pro rata to reduce the remaining amortization payments under such Facility.

Special Application Provisions: Holders of loans under the Tranche B Facility may, so long as loans are outstanding under the Tranche A Facility, decline to accept any mandatory prepayment described above and, under such circumstances, all amounts that would otherwise be used to prepay loans under the Tranche B Facility shall be used to prepay loans under the Tranche A Facility.

Voluntary Prepayment: Voluntary prepayments will be permitted in whole or in part, at the option of the Borrower, in minimum principal amounts to be agreed upon, without premium or penalty, subject to reimbursement of the Lenders' redeployment costs in the case of prepayment of Adjusted LIBOR borrowings other than on the last day of the relevant Interest Period. All voluntary prepayments of the Term Loan Facilities will be applied pro rata to the remaining amortization payments under the Term Loan Facilities.

Representations and Warranties: Usual for facilities and trans- actions of this type and others to be reasonably specified by Big Bank, including but not limited to accuracy of financial statements; no material adverse change; absence of litigation; no violation of agreements or instruments; compliance with laws (including ERISA, margin regulations and environmental laws); payment of taxes; ownership of properties; inapplicability of the Investment Company Act and Public Utility Holding Company Act; solvency; effectiveness of regulatory approvals; labor matters; environmental matters; accuracy of information; and validity, priority and perfection of security interests in the Collateral.

Conditions Precedent to Initial Borrowing: Usual for facilities and transactions of this type, those specified below and others to be reasonably specified by Big Bank, including but not limited to delivery of satisfactory legal opinions, audited financial statements and other financial information; first-priority perfected security interests in the Collateral; accuracy of representations and warranties; absence of defaults, prepayment events or creation of liens under debt instruments or other agreements as a result of the transactions contemplated hereby; evidence of authority; consents of all persons; compliance with applicable laws and regulations (including ERISA, margin regulations and environmental laws); absence of material adverse change in the business, assets, operations, properties, financial condition, contingent liabilities or material agreements of Holdings and its subsidiaries, taken as a whole, since December 31, 1999; payment of fees and expenses; and obtaining of reasonably satisfactory insurance.

The Transactions shall have been consummated or shall be consummated simultaneously with the closing of the Facilities in accordance with applicable law and on other terms reasonably satisfactory to the Lenders. The Lenders shall be satisfied with the terms and conditions of the Purchase Agreement and all agreements entered into in connection therewith and with (a) the corporate and capital structure of Holdings and its subsidiaries after giving effect to the Transactions and (b) all legal, tax and accounting matters relating to the Transactions. The aggregate level of fees to be paid in connection with the Transactions shall not exceed the amount specified therefor on ANNEX II hereto.

The Equity Contributions shall have been made prior to or simultaneously with the closing of the Facilities.

The Borrower shall have received at least $200,000,000 in gross cash proceeds from either the issuance of the Subordinated Notes in a public or Rule 144A offering or, in the event that the Subordinated Notes cannot be issued, loans under the Bridge Facility, as applicable. The terms and conditions of the Subordinated Notes or the Bridge Facility, as applicable (including but not limited to the interest rate, maturity, subordination provisions, covenants and events of default), shall be satisfactory in all respects to the Lenders.

The Lenders shall have received a pro forma consolidated balance sheet of Holdings as of the closing of the Facilities, after giving effect to the Transactions and the consummation of the other transactions contemplated hereby, which shall not be materially inconsistent with the forecasts previously provided to the Lenders.

After giving effect to the Transactions and the other transactions contemplated hereby, Holdings and its subsidiaries shall have outstanding no indebtedness or preferred stock other than (a) the loans under the Facilities, (b) the Subordinated Notes or loans under the Bridge Facility, as applicable, and (c) other indebtedness to be agreed upon.

The Lenders shall be reasonably satisfied as to the amount and nature of any environmental and employee health and safety exposures to which Holdings and its subsidiaries may be subject, and the plans of the Borrower with respect thereto, after giving effect to the Transactions and the consummation of the other transactions contemplated hereby.

The Lenders shall be reasonably satisfied with the sufficiency of amounts available under the Facilities to meet the ongoing working capital requirements of the Borrower and its subsidiaries following the Transactions and the consummation of the other transactions contemplated hereby.

The Lenders shall have received the unaudited consolidated balance sheets and related statements of income, stockholders' equity and cash flows for the Target for the quarter and portion of the year ending March 31, 2000, which financial statements shall not be materially inconsistent with the forecasts for such periods previously provided to the Lenders.

The Lenders shall have received a solvency letter, in form and substance and from an independent evaluation firm reasonably satisfactory to the Lenders, as to the solvency of Holdings and its subsidiaries on a consolidated basis after giving effect to the Transactions and the consummation of the other transactions contemplated hereby.

All requisite governmental authorities and third parties shall have approved or consented to the Transactions and the other transactions contemplated hereby to the extent required, all applicable appeal periods shall have expired and there shall be no governmental or judicial action, actual or threatened, that has a reasonable likelihood of restraining, preventing or imposing burdensome conditions on the Transactions or the other transactions contemplated hereby.

Affirmative Covenants: Usual for facilities and transactions of this type and others to be reasonably specified by Big Bank (to be applicable to Holdings and its subsidiaries), including but not limited to maintenance of corporate existence

	and rights; performance of obligations; delivery of audited financial statements, other financial information and notices of default and litigation; maintenance of properties in good working order; maintenance of reasonably satisfactory insurance; compliance with laws; inspection of books and properties; further assurances;payment of taxes; and execution of interest rate protection agreements reasonably satisfactory to the Agent.
Negative Covenants:	Usual for facilities and transactions of this type and others to be reasonably specified by Big Bank (to be applicable to Holdings and its subsidiaries), including but not limited to prohibition of dividends on, and redemptions and repurchases of, capital stock; prohibition of prepayments, redemptions and repurchases of subordinated debt; limitations on prepayments, redemptions and repurchases of senior debt; limitations on liens and sale-leaseback transactions; limitations on loans and investments; limitations on debt; limitations on mergers, acquisitions and asset sales; limitations on transactions with affiliates; limitations on changes in business conducted; limitations on amendment of debt and other material agreements; and limitations on capital expenditures.
Selected Financial Covenants:	The credit agreement relating to the Facilities (the " Credit Agreement ") will contain financial covenants (with definitions of financial terms and levels to be agreed upon) based upon the financial information provided to Big Bank (to be applicable to Holdings and its subsidiaries on a consolidated basis), including but not limited to (a) maximum ratios of Total Debt to EBITDA, (b) minimum ratios of EBITDA to Interest Expense, (c) minimum ratios of EBITDA minus Capital Expenditures to Interest Expense and (d) minimum net worth.
Events of Default:	Usual for facilities and transactions of this type and others to be reasonably specified by Big Bank, including but not limited to nonpayment of principal or interest, violation of covenants, incorrectness of representations and warranties in any material respect, cross default and cross acceleration, bankruptcy, material judgments, ERISA, actual or asserted invalidity of the guarantees or the security documents and Change in Control (the definition of which will be agreed upon).
Cost and Yield Protection:	Usual for facilities and transactions of this type.

Assignments and Participations:	The Lenders will be permitted to assign loans, notes and commitments to other Lenders (or their affiliates) without restriction, or to other financial institutions with the consent of the Borrower and the Agent, in each case not to be unreasonably withheld. The Agent will receive a processing and recordation fee of $3,500, payable by the assignor and/or the assignee, with each assignment. Assignments will be by novation. The Lenders will be permitted to participate loans and commitments without restriction. Voting rights of participants shall be limited to matters in respect of (a) reductions of principal, interest or fees, (b) extensions of final maturity and (c) certain releases of collateral.
Expenses and Indemnification:	All reasonable out-of-pocket expenses (including but not limited to expenses incurred in connection with due diligence) of the Arranger and the Agent associated with the syndication of the Facilities and with the preparation, execution and delivery, administration, waiver or modification and enforcement of the Credit Agreement and the other documentation contemplated hereby and thereby (including the reasonable fees, disbursements and other charges of counsel) are to be paid by the Borrower. In addition, all reasonable out-of-pocket expenses of the Lenders for enforcement costs and documentary taxes associated with the Facilities are to be paid by the Borrower. The Borrower will indemnify the Arranger, the Agent, the Lenders and their respective officers, directors, employees, affiliates, agents and controlling persons and hold them harmless from and against all costs, expenses (including reasonable fees, disbursements and other charges of counsel) and liabilities of any such indemnified person arising out of or relating to any claim or any litigation or other proceedings (regardless of whether any such indemnified person is a party thereto) that relate to the Transactions or any transactions connected therewith, provided that none of the Arranger, the Agent or any Lender will be indemnified for its gross negligence or willful misconduct.
Counsel for the Arranger and the Agent:	Ashworth & Palmer
Governing Law and Forum:	New York.

Click on New York Law button below to review relating to Choice of Law and Choice of Forum in Certain Transactions

NEW YORK LAW

ANNEX I

Interest Rates:	The interest rates under the Facilities will be as follows: Revolving Facility and Tranche A Facility At the Borrower's option, Adjusted LIBOR plus 2.50% or ABR plus 1.50%. Tranche B Facility At the Borrower's option, Adjusted LIBOR plus 3.00% or ABR plus 2.00%. All Facilities The Borrower may elect interest periods of 1, 2, 3 or 6 months for Adjusted LIBOR borrowings. Calculation of interest shall be on the basis of actual days elapsed in a year of 360 days (or 365 or 366 days, as the case may be, in the case of ABR loans based on the Prime Rate) and interest shall be payable at the end of each interest period and, in any event, at least every 3 months or 90 days, as the case may be. ABR is the Alternate Base Rate, which is the highest of Big Bank's Prime Rate, the Federal Funds Effective Rate plus 1/2 of 1% and the Base CD Rate plus 1%. Adjusted LIBOR and the Base CD Rate will at all times include statutory reserves (and, in the case of the Base CD Rate, FDIC assessment rates).
Letter of Credit Fee:	A participation fee equal to 2.50% per annum will accrue on the aggregate face amount of outstanding letters of credit under the Revolving Facility, payable in arrears at the end of each quarter and upon the termination of the Revolving Facility, in each case for the actual number of days elapsed over a 360-day year. Such fees shall be distributed to the Lenders pro rata in accordance with the amount of each such Lender's Revolving Facility commitment. In addition, the Fronting Bank shall receive a fronting fee equal to a percentage per annum to be agreed upon of all outstanding letters of credit, payable quarterly in arrears.
Commitment Fees:	1/2 of 1% per annum of the undrawn portion of the commitments in respect of the Facilities, in each case commencing to accrue with respect to each Lender's commitment on the Closing Date, payable quarterly in arrears after the Closing Date.

ANNEX II

Sources and Uses of Funds
(in millions of dollars)

Uses of Funds		Sources of Funds	
Purchase Price	$500.0	Tranche A Facility	100.0
Trasaction Expenses	10.0	Tranche B Facility	100.0
		Revolving Facility	10.0 1/
		Subordinated Notes/ Bridge Facility	200.0
		Equity Contribution	100.0
Total Uses	$510.0	Total Sources	$510.0

1/ Represents drawn portion of $50,000,000 Revolving Facility.