

May 4, 1988

To Our Clients:

Confidentiality Letters

In light of recent developments we have revised our model confidentiality letter. The revision specifically covers the situation where competing bidders join together, as Campeau and Macys did in the Federated Department Stores case. It also covers a broader group of recipients of the confidential information and provides better protection against the actions taken by Revlon against Gillette.

M. Lipton
J. A. Wasserstein

[On Target Company Letterhead]

_____, 1988

[Potential Bidder]

Dear _____:

You have requested information from us in connection with a possible transaction between us or our shareholders and you. You will treat confidentially any information we furnish to you (the "Evaluation Material"; provided, however, that the term "Evaluation Material" does not include information which was or becomes generally available on a non-confidential basis).

You will not use the Evaluation Material in any way detrimental to us or our shareholders: provided, however, that you may disclose any Evaluation Material to your directors, officers, employees or agents who need to know such information for the purpose of evaluating the transaction (it being understood that they shall be informed by you of the confidential nature of such information and that by receiving such information they are agreeing to be bound by this agreement).

In the event that you are requested in any proceeding to disclose any Evaluation Material, you will give us prompt notice of such request so that we may seek an appropriate protective order. If in the absence of a protective order you are nonetheless compelled to disclose Evaluation Material, you may disclose such information without liability hereunder: provided, however, that you give us written notice of the information to be disclosed as far in advance of its disclosure as is practicable and, upon our request and at our expense, use your best efforts to obtain assurances that confidential treatment will be accorded to such information.

For a period of [insert number of years] from the date hereof you and your affiliates (as defined in Rule 12b-2 under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) will not (and you and they will not

assist or encourage others to), directly or indirectly, unless specifically requested in writing in advance by our Board of Directors:

(i) acquire or agree, offer, seek or propose to acquire (or request permission to do so), ownership (including, but not limited to, beneficial ownership as defined in Rule 13d-3 under the Exchange Act) of any of our assets or businesses or any securities issued by us, or any rights or options to acquire such ownership (including from a third party), or

(ii) seek or propose to influence or control our management or our policies (or request permission to do so) or

(iii) enter into any discussions, negotiations, arrangements or understandings with any third party with respect to any of the foregoing.

If at any time during such period you are approached by any third party concerning your or their participation in a transaction involving our assets or businesses or securities issued by us, you will promptly inform us of the nature of such contact and the parties thereto,

The restrictions contained in the prior paragraph shall not be applicable to ordinary brokerage or trading transactions by a securities dealer or purchases by an institutional investor solely for investment purposes aggregating less than 5% of our outstanding voting securities or 10% of any issue of our outstanding nonvoting securities.

You shall not make any public disclosure concerning the subject matter of the prior paragraph, including that you are having or have had discussions with us: provided that you may make such disclosure if you have received the written opinion of your outside counsel that such disclosure must be made by you in order that you not commit a violation of law and, if the action which is to be disclosed was in violation of the prior paragraph, such disclosure expressly states such violation.

Upon our request you will promptly redeliver to us all copies of the Evaluation Material and will destroy all memoranda, notes and other writings prepared by you or your directors, officers, employees or agents based on the Evaluation Material.

You agree that money damages would not be a sufficient remedy for any breach of this agreement by you or your directors, officers, employees or agents, and that in addition to all other remedies we shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach, and you further agree to waive and to use your best efforts to cause your directors, officers, employees or agents to waive, any requirement for the securing or posting of any bond in connection with such remedy.

This agreement shall be governed by and construed in accordance with the laws of the State of [insert state of incorporation of target company], without giving effect to its conflict of laws principles or rules.

If you are in agreement with the foregoing, please so indicate by signing and returning one copy of this agreement, which will constitute our agreement with respect to the matters set forth herein.

Very truly yours

[Target Company]

By: _____
Name: _____
Title: _____

Confirmed and Agreed to:

[Potential Bidder]

By: _____
Name: _____
Title: _____