

WILLIS STEIN & PARTNERS, L.P.
227 West Monroe Street
Suite 4300
Chicago, Illinois 60606

_____, 1996

Commonwealth of Pennsylvania
Public School Employees' Retirement System
5 North Fifth Street
Harrisburg, Pennsylvania 17108-0125

Re: Willis Stein & Partners, L.P.

Ladies and Gentlemen:

This letter is written in connection with the investment by you in Willis Stein & Partners, L.P., a Delaware limited partnership (the "Partnership"), pursuant to the Agreement of Limited Partnership of the Partnership, dated as of December 13, 1995 (the "Agreement"). Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Agreement.

1. Neither the Partnership nor the General Partner shall have entered into any side letter or similar agreement on or prior to the date hereof with any investor in the Partnership in connection with the admission of such investor to the Partnership, except as disclosed to you in writing on or prior to the date hereof. At any time should any investor receive any side letter or similar arrangement, then you will be given copies of such agreements. Neither the Partnership nor the General Partner shall enter into a side letter or similar agreement with an existing or future investor (who is or becomes a Limited Partner) in the Partnership after the date hereof that has the effect of establishing rights or otherwise benefitting such investor in a manner more favorable in any material respect to such investor than the rights and benefits established in favor of you by the Agreement or pursuant to this letter agreement unless, in any such case, you have been offered the opportunity to receive such rights and benefits or such side letter or similar arrangement is made pursuant to an amendment to the Agreement pursuant to Section 13.1 of the Agreement.

2. For so long as you remain a Limited Partner you shall be entitled to appoint any of your officers of director level or higher to serve as a member of the Advisory Board (the "PSERS Representative"). Notwithstanding anything in Section 8.1 of the

Agreement to the contrary, an individual appointed as the PSERS Representative shall serve as an Advisory Board member for the full remaining term of the Partnership subject to the earlier removal of such appointee by (a) you or (b) the General Partner for cause. In the event of the early removal from the Advisory Board of the individual serving as the PSERS Representative, you shall have the right to appoint a successor to serve as the PSERS Representative provided that such successor is one of your officers of director level or higher.

3. The Partnership hereby agrees that you shall not be required to make capital contributions and/or return distributions to the Partnership pursuant to Section 6.10 of the Agreement in excess of the aggregate amount of your Commitment plus any distributions received from the Partnership or to make indemnification payments to the Partnership for any other purpose pursuant to any other provision of the Agreement.

4. The Partnership hereby agrees that (a) in the event that (i) the Partnership has made an indemnification payment to the General Partner or any of the General Partner's direct or indirect owners, managers, directors, officers, employees or affiliates (each, a "GP Party") pursuant to Section 6.10 of the Agreement and (ii) the GP Party receiving such payment has been negligent in performing or omitting to perform the act(s) giving rise to such payment, the General Partner shall pay to you an amount equal to the portion of such indemnification payment which was allocated to your Capital Account and which is attributable to such GP Party's negligence; (b) the General Partner shall not advance expenses in excess of \$500,000 to a person or an entity indemnifiable pursuant to Section 6.10 of the Agreement in connection with a proceeding in advance of the disposition of such matter without the approval of the Advisory Board; and (c) no GP Party shall be entitled to indemnification for any claim arising in connection with such GP Party's involvement with a Portfolio Company if (i) such GP Party has received compensation from such Portfolio Company and (ii) such compensation has not been applied to reduce the Management Fee in accordance with Section 5.1(c) of the Agreement.

5. You reserve all immunities, defenses, rights or actions arising out of your status as a sovereign state or entity, including those under the Eleventh Amendment to the United States Constitution. No provision of the Agreement, the Subscription Agreement of even date herewith or this letter shall be construed

as a waiver or limitation of such immunities, defenses, rights or actions.

6. The Partnership hereby agrees to preserve all financial and accounting records pertaining to the Agreement during the term of the Agreement and for four years thereafter, and, during such period, you or any other department or representative of the Commonwealth of Pennsylvania, upon reasonable notice to the General Partner, shall have the right to audit such records for the purpose of verifying all records in regards hereto to the fullest extent authorized and permitted by law. The Partnership shall have the right to preserve all such records in original form or on microfilm, magnetic tape or any similar process. You agree to keep all such information confidential to the fullest extent permitted by law.

7. The Partnership hereby agrees that for all purposes of the Agreement you shall be deemed to be subject to Applicable Law.

* * * * *

Sincerely,

Willis Stein & Partners, L.P.

By Willis Stein & Partners, L.L.C.
Its General Partner

By 
Its Manager

Accepted and agreed as of this
____ day of _____, 1996:

Commonwealth of Pennsylvania
Public School Employees' Retirement System

By _____

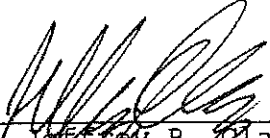
Its _____

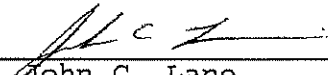
ATTEST:

COMMONWEALTH OF PENNSYLVANIA
PUBLIC SCHOOL EMPLOYEES'
RETIREMENT SYSTEM

23-1739115


Federal Tax Identification No.


By: Jeffrey B. Clay Date: 3/18/96
Title: Deputy Executive
Director


By: John C. Lane Date: 3/18/96
Title: Chief Investment Officer

Approved for form and
legality:

Chief Deputy Attorney General Date
Office of Attorney General


Deputy General Counsel Date: 3/25/96
Office of General Counsel